



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

# State of West Virginia Purchase Order

Order Date: 02-26-2024

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CPO 0211 4015 GSD2400000008 1	<b>Procurement Folder:</b>	1338928
<b>Document Name:</b>	Building 16 Roofing & HVAC Project	<b>Reason for Modification:</b>	Award of CRFQ GSD2400000011
<b>Document Description:</b>	Building 16 Roofing & HVAC Project		
<b>Procurement Type:</b>	Central Purchase Order		
<b>Buyer Name:</b>	Melissa Pettrey		
<b>Telephone:</b>	(304) 558-0094		
<b>Email:</b>	melissa.k.pettrey@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	

VENDOR		DEPARTMENT CONTACT																					
<b>Vendor Customer Code:</b>	000000200424	<b>Requestor Name:</b>	Timothy M Lee																				
TRI-STATE ROOFING & SHEET METAL COMPANY OF OHIO PO BOX 892		<b>Requestor Phone:</b>	304-352-5492																				
MORGANTOWN WV 265070892 US		<b>Requestor Email:</b>	timothy.m.lee@wv.gov																				
<b>Vendor Contact Phone:</b>	999-999-9999 Extension:	<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION _____</div>																					
<b>Discount Details:</b>																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>Not Entered</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>Not Entered</td> <td></td> <td></td> </tr> </tbody> </table>				Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered		
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#1	No			0.0000	0																		
#2	Not Entered																						
#3	Not Entered																						
#4	Not Entered																						

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 16 - CAPITOL SCHOOL 2100 WASHINGTON ST CHARLESTON WV 25305 US

2-26-24 6c

<b>Total Order Amount:</b>	\$509,455.00
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Purchasing Division's File Copy

MKP 02/26/2024

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: <i>Tara K... 2/28/2024</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> DATE: <i>John L. Gray 3/5/2024</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> DATE: <i>Jan 3-5-24</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Central Purchase Order - One Time Purchase  
Construction

The Vendor, Tri-State Roofing and Sheet Metal, of Charleston, WV, agrees to enter into this one-time purchase with the General Services Division to establish a contract for Building 16 (Daycare) Roof and HVAC Replacement Project at 2100 Washington Street East, Charleston, WV, 25305, per the bid requirements, specifications, project manual, the terms and conditions, Addendum No. 1 dated 01/18/2024, Addendum No. 2 dated 01/25/2024 and the vendors submitted and accepted bid dated 01/31/2024 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25174100	0.00000		0.000000	509455.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Building 16 Roofing & HVAC Project

**Extended Description:**

Building 16 Roofing & HVAC Project

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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.

**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:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, 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 months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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, Purchasing Division 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 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 \_\_\_\_\_ Ninety (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:

the contract will continue for \_\_\_\_\_ years;

the 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, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director 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 Purchasing Division Director, 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. 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:

\$500.00 for each day past the date of final completion.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. 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.

**13. 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.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. 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 and services through state designated credit cards.)

**16. 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.



**17. 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, included in the Contract, 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.

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. 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.

**23. 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.

**24. 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 Purchasing Division 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 Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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 or Purchasing Division 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.

**27. 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 Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. 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.

**29. 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.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director 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 this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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 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. NO DEBT CERTIFICATION:** 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 a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division 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. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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 an 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. BONDS:** The following bonds must be submitted:

- BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- 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 Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.



**3. 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 Purchasing Division 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 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.

**3.1. 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.

**4. 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 West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia 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.

**5. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**6. 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 contracts. 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.

**7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 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.

**8. 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 Workforce West Virginia 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 in part, by federal funds.

#### **9. 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.

**10. 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 Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division 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 Purchasing Division'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.

(Printed Name and Title) BRANDON MERRIMAN, VICE PRESIDENT

(Address) PO BOX 1231, CHARLESTON, WV 25324

(Phone Number) / (Fax Number) 304-755-8135 FAX 304-755-5275


(email address) BMERRIMAN@TRI-STATESERVICE.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.

TRI-STATE ROOFING & SHEET METAL CO. OF WV

(Company)

  
(Signature of Authorized Representative)

BRANDON MERRIMAN, VICE PRESIDENT

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

304-755-8135 FAX 304-755-5275

(Phone Number) (Fax Number)

BMERRIMAN@TRI-STATESERVICE.COM

(Email Address)

REQUEST FOR QUOTATION  
**Building 16 Roof and HVAC Replacement Project**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish a contract for the following:

Remove and replace existing roof system, gutter, and downspouts. Clean joints and repaint the cornice perimeter. Remove and cap all designated vents. Install thermostatically controlled vents. Provide new roof access ladders. Remove the existing rooftop unit and install two new rooftop units. Remove existing basement unit and provide new split system and ductwork. Remove all existing ductwork attached to the basement heating unit. Furnish and install all necessary ductwork to supply the first and second floors. Furnish and install exhaust fans for the first and second floors.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

The location shall be Building 16 (Daycare) at 2100 Washington Street East, Charleston, WV, 25305.

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 Project Plans as defined below.

2.1 **“Construction Services”** means roofing and HVAC as more fully described in the Project Plans.

2.2 **“Pricing Page”** means the pages contained in *wvOASIS*, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

REQUEST FOR QUOTATION  
**Building 16 Roof and HVAC Replacement Project**

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4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least 3 projects that involved work similar to that described in these specifications or the Project Plans. 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(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.

7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

8. **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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

**No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

**Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.



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**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be 7:00 am to 5:00 pm, Monday through Friday, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. PAYMENT and INVOICING:** Agency shall pay flat fee, as shown on the Exhibit A – Pricing Pages, for all Contract Services accepted and performed under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**11.1.** Invoices shall be submitted for payment (in arrears) and must include the complete address of the Vendor, Contract Number, FEIN Number, Invoice date, and Invoice amount.

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Building 16 Roof and HVAC Replacement Project  
CRFQ GSD240000011

11.1. Invoices shall be submitted for payment (in arrears) and must include the complete address of the Vendor, Contract Number, FEIN Number, Invoice date, and Invoice amount.

11.2. Invoices shall be submitted to:

General Services Division  
Building 18  
103 Michigan Avenue  
Charleston, WV 25311  
or emailed to GSDInvoices@wv.gov

12. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:

12.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

12.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

12.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

12.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

12.5. Vendor shall inform all staff of Agency's security protocol and procedures.

13. MISCELLANEOUS:

13.1. 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: Brandon Merriman

Telephone Number: 304-755-8135

Email Address: bmerrian@tri-stateservice.com

REQUEST FOR QUOTATION  
Building 16 Roof and HVAC Replacement Project  
CRFQ GSD240000011

Exhibit A – Pricing Page

DATE: 01/31/24

NAME OF VENDOR: Tri-State Roofing & Sheet Metal

The Vendor, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

**BASE BID: Building 16 Roof and HVAC Replacement Project with all associated work as specified herein:**

For the sum of: Five Hundred Nine Thousand Four Hundred Fifty Five - no/100

(\$ 509,455)

(Show amount in both words and numbers)

 01/31/24

REQUEST FOR QUOTATION  
**Building 16 Roof and HVAC Replacement Project**

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**EXHIBIT B – PROJECT PLANS**

**1. GENERAL REQUIREMENTS:**

**1.1. Demolition Work:**

**1.1.1. Roof** – Exterior demolition shall include the removal of all of the existing EPDM roof system. Remove the existing gutter and downspouts, replace with new. Prepare deck prior to installing the new EPDM roof system. It is possible that another roofing material exists under the visible roofing. The contractor should plan accordingly. The contractor is responsible for verifying all existing conditions to include dimensions, materials, and locations. Complete verification of the existing decking and insulation was not possible for this solicitation.

**1.1.2. HVAC** – Exterior demolition shall include the removal of the existing rooftop unit, existing basement unit, and all ductwork associated with the existing HVAC systems. The General Services Division (GSD) will remove existing window A/C units on floors one and two in accordance with the sequence of work.

**1.2. Architectural Finish Work:**

**1.2.1. Roof** – Prepare wood deck per roofing manufacturer’s recommendations prior to installing the new EPDM roof system. Install new fully adhered or mechanically fastened 90-mil EPDM roof membrane on ½” recovery board on 3” of rigid insulation per drawings and specifications provided in attached drawings and specifications. If fully adhered roofing is utilized, block any fresh air intakes in proximity prior to application of adhesive. Slope insulation to the existing drains at 1/8” per foot minimum. Submit manufacturer shop drawing depicting sloped insulation layout for proper drainage prior to commencing work. The contractor is responsible for proper drainage with no ponding areas. At raised parapet, remove existing EPDM joint patches and mortar and properly repoint and reflash the perimeter of the cornice utilizing pre-approved materials. Install new 24” X 24” walkway pads with 6” between each pad location (path shown on attached drawings). Install walkway pads directly under all existing supply line supports over new EPDM roof installation. Add powder-coated (painted finish) steel OSHA compliant post and rail safety barriers. Coordinate paint color with GSD Project Manager. Attach the post and rail safety barrier along the rear wall; the top of railing shall measure 39” minimum height to 45” maximum height above finished roof. Use post-installed anchors Type 304 stainless-steel fasteners with chemical anchors. The contractor shall submit manufacturer shop drawings (for approval) depicting railing layout dimensions and connection details. Where shown, remove existing vent covers, properly cap holes, and cover with roofing. The contractor is responsible for verifying all existing conditions to include dimensions, materials and locations. Complete verification of the existing decking and insulation was not possible for this solicitation.

REQUEST FOR QUOTATION  
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**1.2.2. HVAC** – Install all equipment in accordance with manufacturer guidelines. For the rooftop units, provide 2” x 6” framing directly below the roof curb, spanning between the existing 2” x 8” roof joints. No more than 10’ of flexible duct will be permitted in a single run. Vendor will be responsible for determining the best locations and paths for the duct runs. Specifications for the equipment are included in attached drawings and specifications. Work details are provided in the attached drawings.

**1.3. Roof Replacement and HVAC Associated Work**

All Construction Services must comply with the specifications in the following Exhibits:

Project Manual

Drawings

Exhibit C: Roof Photos

Exhibit D: Jobsite Safety Handbook

**2. PERFORMANCE:** In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**2.1.** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

**2.2.** The Vendor shall provide the Agency Project Manager with an overall project schedule within **seventy-two (72) hours** of the Award of the Contract. The proposed project schedule shall indicate areas to be worked on. Where coordination or disruption of adjacent workspaces or occupants may be required, provide at least one week’s advance notice prior to conducting work in those areas. Vendor shall adhere to the schedule provided and coordinate through the Agency Project Manager.

**2.3.** Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Vendor shall coordinate the schedule around the Agency’s work requirements.

**3. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor’s bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION  
**Building 16 Roof and HVAC Replacement Project**

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**4. PROJECT SPECIFIC CONDITIONS OF THE WORK**

**4.1. Limits of Work**

Work areas will be limited to those spaces required for access to the jobsite.

Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager.

Agency facilities shall remain in use during this contract. Vendor shall work with the Building Manager to coordinate the temporary access to work areas and otherwise provide for the Vendor needs to complete work. Vendor shall minimize disruption to building work areas and loading dock access.

Vendor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Vendor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

**4.2. Vendor Visitor Badges**

Vendor shall provide a list of all personnel working on this project. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Vendor Photo ID Badges to be worn when working in the buildings. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

**4.3. Work Restrictions**

Access to the building shall be coordinated with the Owner. Vendor shall not leave open doors unattended and shall close doors when not in use. These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows, or outdoor air intakes.

**4.4. Parking**

Some parking is available on the project site. Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. With prior approval, Vendor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

REQUEST FOR QUOTATION  
**Building 16 Roof and HVAC Replacement Project**

---

**4.5. Codes**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

**4.6. Safety**

All applicable local safety and OSHA rules and guidelines shall be met by the Vendor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

**4.7. Hot Work Permit**

Vendor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review the work area and issue a 'Hot Work Permit' prior to the Vendor commencing work. Note that the Vendor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**4.8. Workmanship**

Vendor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb, and square, as applicable. Vendor shall verify all dimensions.

**4.9. General Services Division Jobsite Safety Handbook**

Prior to beginning any work covered by the Contract, Vendor shall have read, reviewed, and acknowledged in writing the attached Jobsite Safety Handbook (Exhibit D).

**4.10. Warranty**

Agency requires both a (30) year roof system manufacturer's warranty, a (2) year roofing installer's warranty and a (10) year sheet metal finish warranty. HVAC warranty as noted in Exhibit D.



























**Building 16**  
**Roof and HVAC Replacement**  
 1900 Kanawha Blvd. E  
 CHARLESTON, WEST VIRGINIA 25301

REVISIONS	DATE	NO.

SEAL

REVISED	SCALE
DATE 09-11-2023	DRAWN BY CHK. BY
REC.	DRAWING NUMBER <b>E1</b>

**SYMBOL LEGEND**

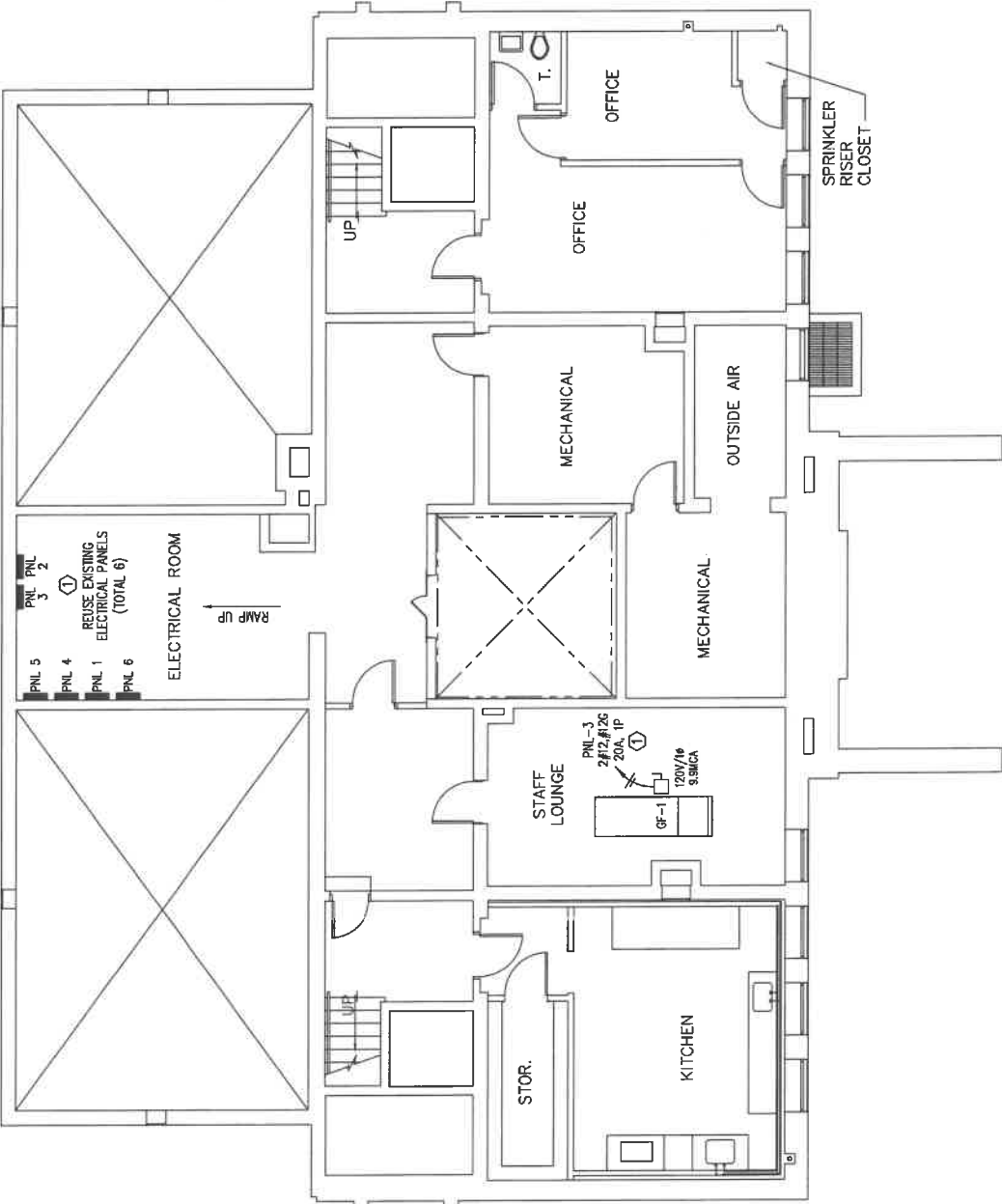
- SURFACE MOUNTED ELECTRICAL PANELBOARD
- HEAVY DUTY DISCONNECT SWITCH
- ELECTRICAL MOTOR CONNECTION
- ⊙ EXHAUST FAN CONNECTION
- ⊕ JUNCTION BOX - SIZE PER NEC REGULATIONS
- ⊖ 20A/120V DUPLEX WEATHERPROOF RECEPTACLE IN WP ENCLOSURE, WITH GFCI PROTECTION
- ⊗ HOMERUN TO PANELBOARD

**KEYED PLAN NOTES:**

- ① UTILIZE EXISTING ELECTRICAL PANELS FOR BRANCH CIRCUITING OF NEW MECHANICAL EQUIPMENT AND ELECTRICAL DEVICES. PROVIDE NEW CIRCUIT BREAKER, COPPER CONDUCTORS, AND CONDUIT SIZED PER PLAN.

**GENERAL POWER NOTES:**

1. REMOVE ALL CONDUIT, CONDUCTORS, AND ASSOCIATED WIRING FROM DEMOLISHED EQUIPMENT. DO NOT ABANDON WIRING IN PLACE. ANY CIRCUIT IN QUESTION SHOULD BE BROUGHT TO THE OWNER'S ATTENTION.
2. ALL WORK SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.
3. PROVIDE ALL MATERIALS REQUIRED TO SEAL FIRE AND SMOKE WALL PENETRATIONS PER UL STANDARDS INDICATED IN FIRESTOPPING SPECS.
4. 'MC' CABLE SHALL NOT BE UTILIZED AS A GENERAL WIRING METHOD IN LIEU OF CONDUIT.
5. ALL CONDUIT SIZES ARE 3/4" MINIMUM. ALL BRANCH WIRING TO BE MINIMUM #12 AWG WITH DEDICATED #12 AWG GROUND. ALTERNATE SIZES ARE SHOWN ON PLAN.



**BASEMENT POWER PLAN**  
 Scale: 1/8"=1'-0"







## **BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

The following photos demonstrate some of the existing roof conditions on building 16, the Daycare Center. Details are provided in the comments below. If repairs are desired for the roof, considerations should also be made to either replacing or updating the entire HVAC system as part of the project. It should also be noted that this roof has been out of warranty for an extended period, and that a proper OSHA approved railing needs to be installed along the rear side.

PHOTO 1 - This area is currently leaking due to a seam failure roughly 24' from the west perimeter wall and within 18" of where approximately 22' of the entire roof was previously replaced approximately 3 years ago.

PHOTO 2 - This is a general view of the roof facing east. Most of the HVAC hoods are no longer needed and should be removed as part of the roof replacement. The photo also shows the existing roof hatch. The present access system is not safe, and should be modified and replaced with an OSHA compliant system.

PHOTO 3 - The large hood on the left is likely the only one still in use for the HVAC system. If the system is replaced, it too can likely be removed.

PHOTO 4 - This is an existing abandoned 7T rooftop HVAC unit. It should be considered as part of the HVAC upgrade process.

PHOTO 5 - This photo shows more of the unused hoods as well as the area of previous roof replacement on the west side.

PHOTO 6 - Picture of the roof facing north showing both the old and newer roof sections. Note the multiple circular patches on the far side of the old roof.

PHOTO 7 - Closeup of a circular patch with a protruding nail behind it. This nail will likely penetrate the roof membrane in the near future.

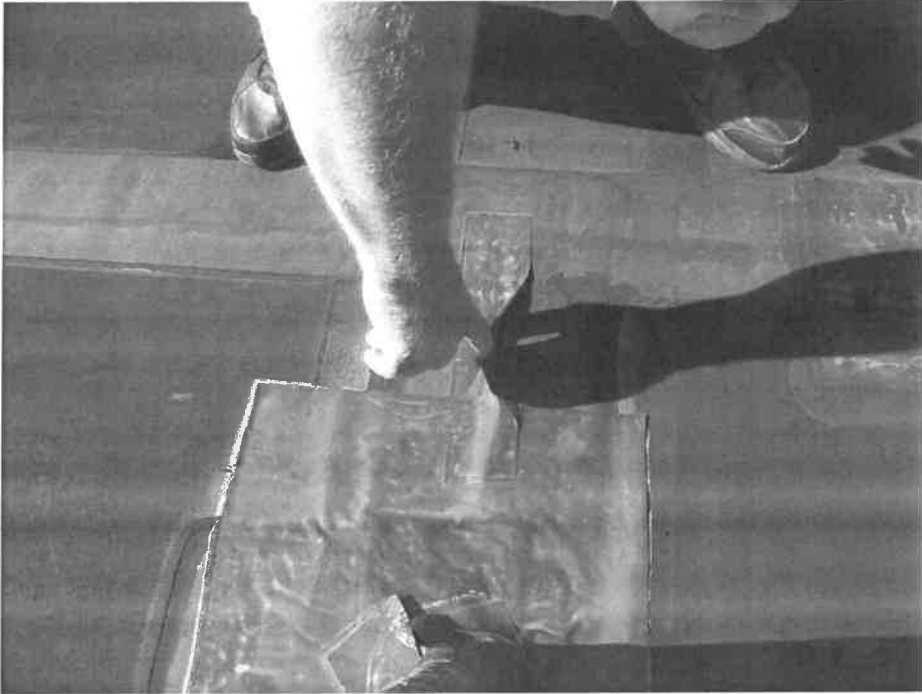
PHOTO 8 - Photo of a seam failure which will likely begin leaking in the near future.

PHOTO 9 - Additional seam failure which will likely begin leaking in the near future.

PHOTO 10 - Roof material failure next to the access hatch.

**BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

**PHOTO 1**



**PHOTO 2**

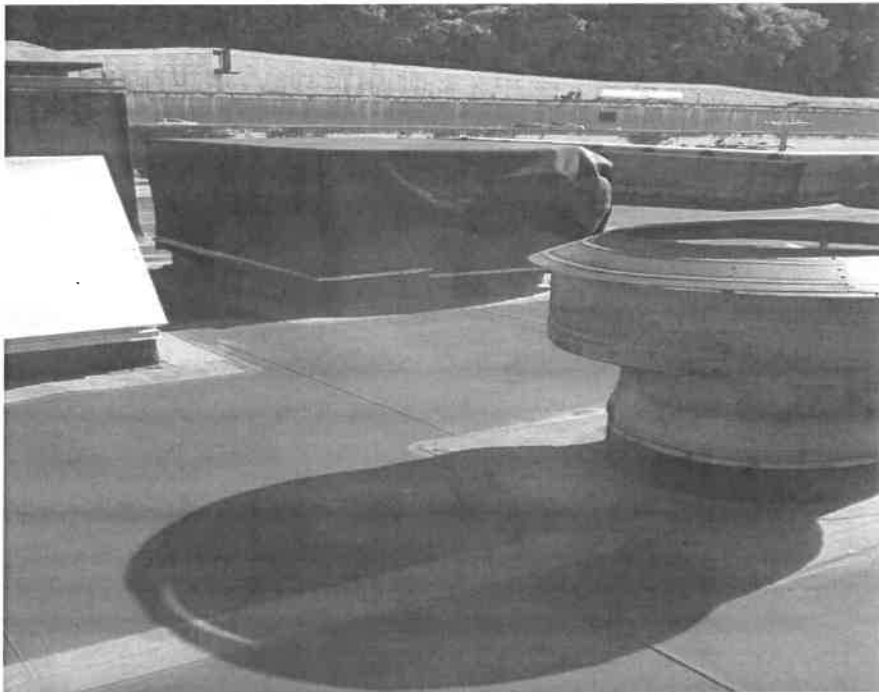


**BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

**PHOTO 3**



**PHOTO 4**



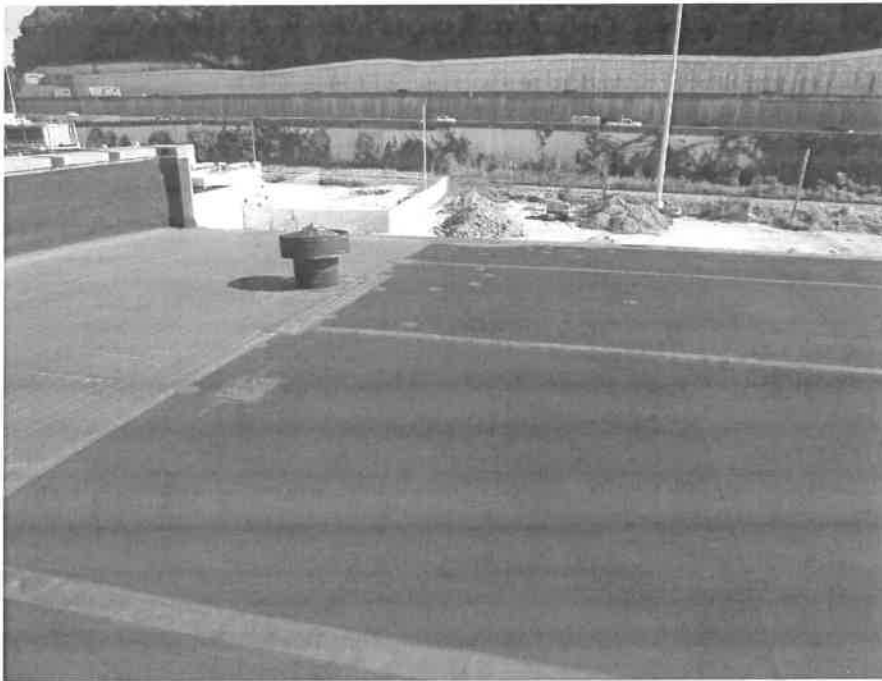


**BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

**PHOTO 5**



**PHOTO 6**

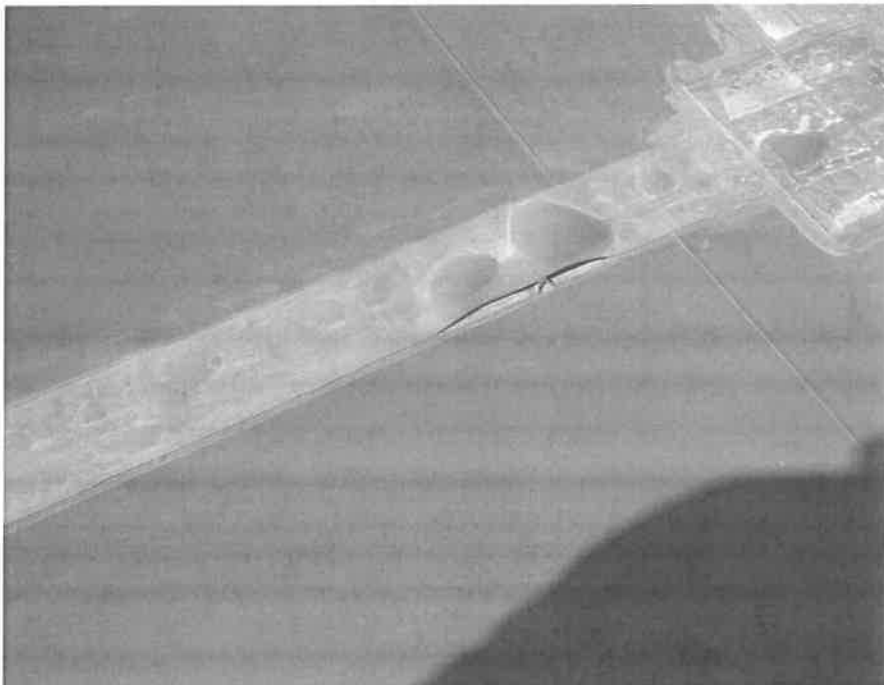


**BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

**PHOTO 7**

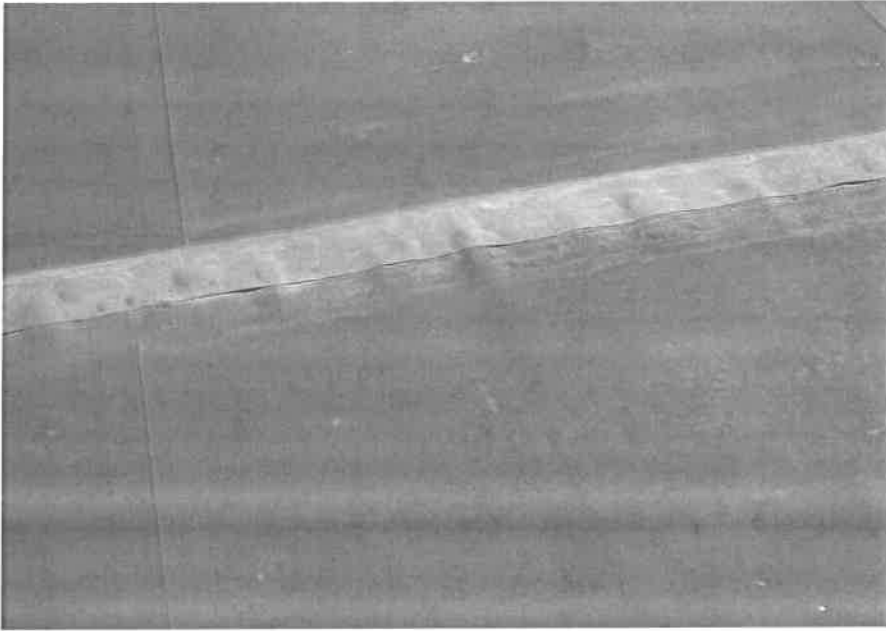


**PHOTO 8**

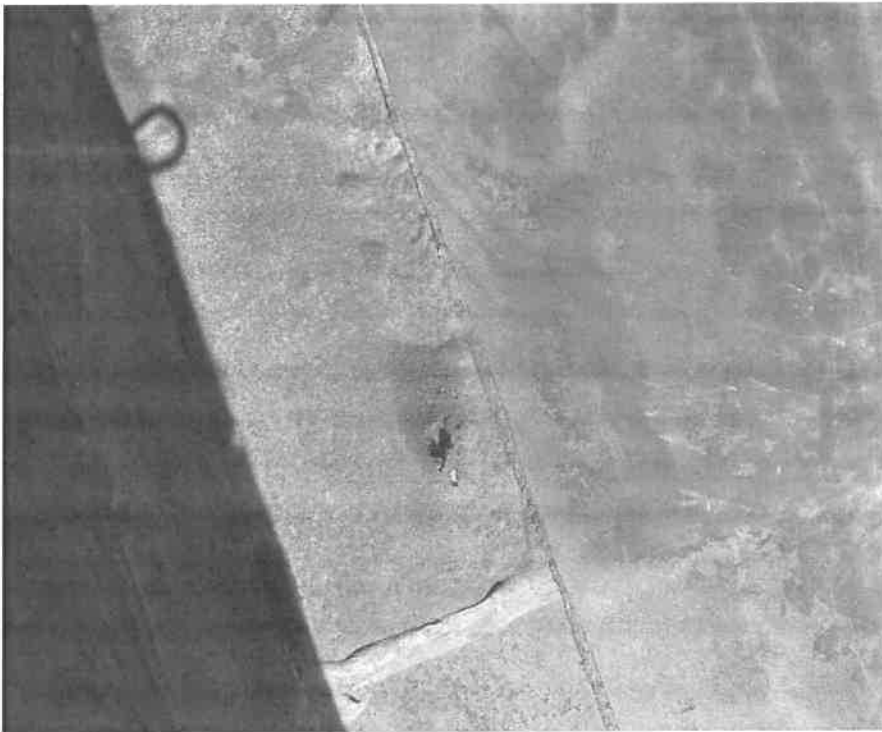


**BUILDING 16 ROOF PHOTOS AUGUST 2022 EXHIBIT C**

**PHOTO 9**



**PHOTO 10**





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

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

<b>Proc Folder:</b> 1338928 <b>Doc Description:</b> Building 16 Roofing & HVAC Project  <b>Proc Type:</b> Central Purchase Order		<b>Reason for Modification:</b> Addendum No. 1	
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-01-18	2024-01-31 13:30	CRFQ 0211 GSD240000011	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
-------------------------------	--------------	-------------

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

**SOLICITATION NUMBER: CRFQ GSD2400000011**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) 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:**

- 1. To publish responses to Vendor questions.**
- 2. To publish additional drawings.**
- 3. To move the bid opening date from 01/24/2024 to 01/31/2024. The Bid opening time remains 1:30 PM**

**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.

CRFQ GSD240000011 Building 16 Roofing & HVAC Project  
Vendor Technical Questions and Responses

---

**Q 1.** Are fire dampers required for the ducts entering the stairwells?

**A1.** Yes.

**Q2.** Is the project to be bid as evening or night shift? Will roof work be acceptable M-F regular hours including work with high levels of noise?

**A2.** The building is vacated, and all work may proceed during normal business hours.

**Q3.** With GSD responsible for the removal of the ceilings/lighting, who is responsible for floor protection?

**A3.** Both work crews are responsible for protecting the building structure including the floor, during the work performance.

**Q4.** Will GSD be providing their own dumpsters for ceiling/lighting disposal? Will contractor be responsible for their own dumpsters?

**Q4.** Yes & Yes.

**Q5.** It is assumed that the window units (to be removed by GSD) will serve as conditioning during the summer months for the project. Will the contractor be responsible for any temporary conditioning?

**Q5.** No. Temporary cooling will not be required and existing breaker space will be reutilized for all fans, HVAC units & controls. Window AC units do not need to be operational during a vacated building during spring or summer months.

**Q6.** Will the new HVAC equipment and controls be required to be integrated into the state Tracer Ensemble Server?

**A6.** Per the specifications, provisions should be made so that the Owner can tie-in to the Tracer Ensemble Service seamlessly at a future date.

**Q7.** Can the bid date be extended a few days?

**A7.** Yes. The new Bid Open Date shall be January 31, 2024 at 1:30PM.



1900 Kanawha Blvd. E  
 CHARLESTON, WEST VIRGINIA 25301

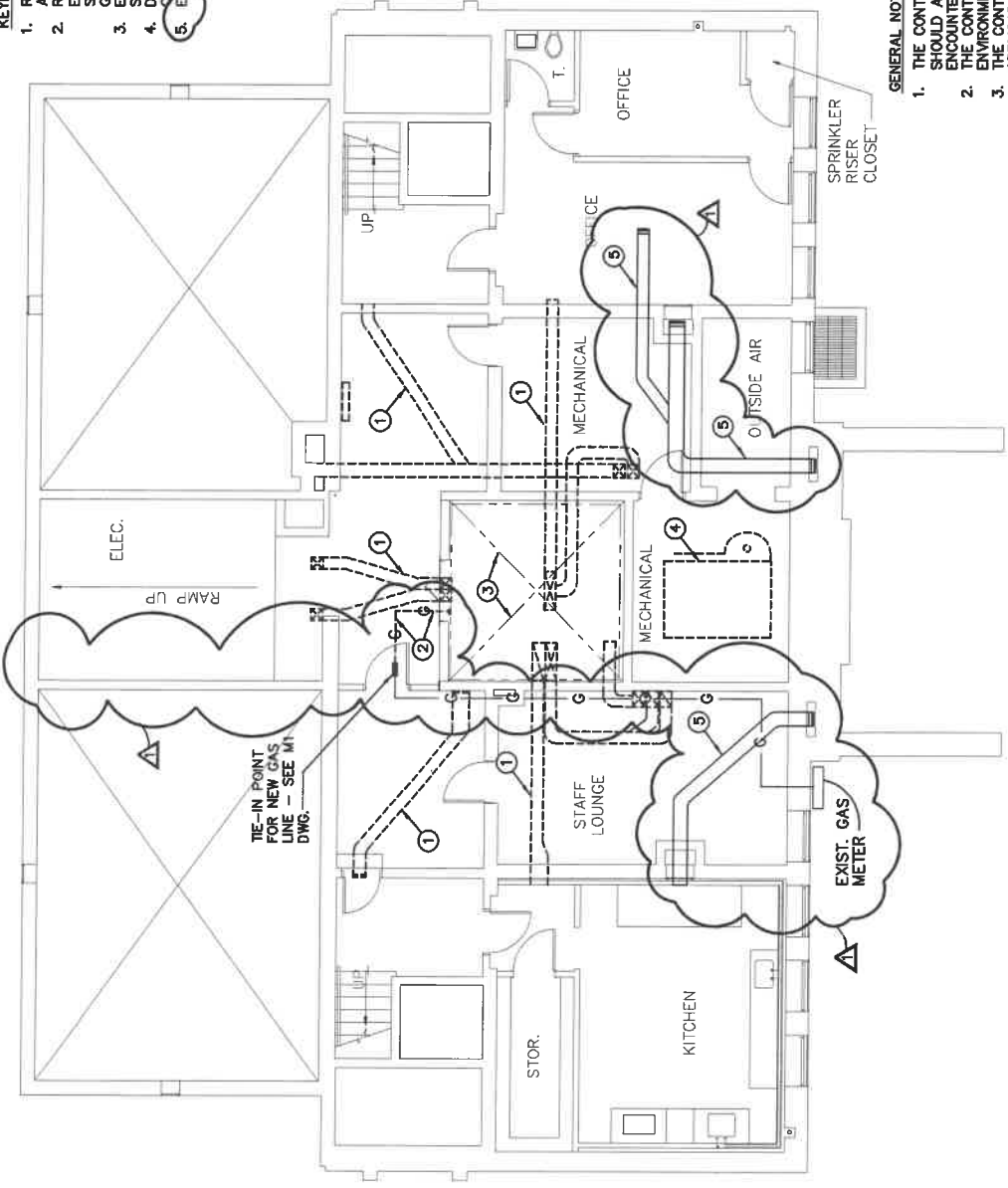
REVISIONS	NO.	DATE	BY

SEAL

REVISED	SCALE	DRAWING NUMBER
DATE	BY	CHK. BY

MD1

- KEYED PLAN DEMO NOTES:**
1. REMOVE EXISTING DUCTWORK AND ALL RELATIVE APPLURANCES IN ITS ENTIRETY.
  2. REMOVE PORTION OF EXIST. GAS LINE WHICH FEEDS EXIST. GAS FURNACE BACK TO 2" PORTION OF LINE. SEE M1 DWG FOR TIE-IN AND CONTINUATION TO NEW GAS FURNACE.
  3. EXIST. GAS FURNACE TO REMAIN; ABANDON FROM SERVICE.
  4. DEMO EXIST. BLOWER AND ALL ASSOCIATED ELECTRICAL COMPONENTS BACK TO RIGHT ELECTRICAL PANEL.
  5. EXISTING DUCTWORK TO REMAIN.



- GENERAL NOTES:**
1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ACM (ASBESTOS CONTAINING MATERIAL) BE ENCOUNTERED AT THE WORK SITE.
  2. THE CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT AND SAFE WORK SITE AT ALL TIMES.
  3. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES.
  4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CLEARANCES IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
  5. THE CONTRACTOR IS NOT TO SCALE FROM THE DRAWINGS.
  6. ALL EXIST. METAL SIDE-WALL RETURN AIR GRILLS TO REMAIN IN EXIST. CLASSROOMS.



1 BASEMENT FLOOR PLAN - DEMOLITION  
 Scale: 1/8"=1'-0"



# Building 16 Roof and HVAC Replacement

1900 Kanawha Blvd. E.  
CHARLESTON, WEST VIRGINIA 25301

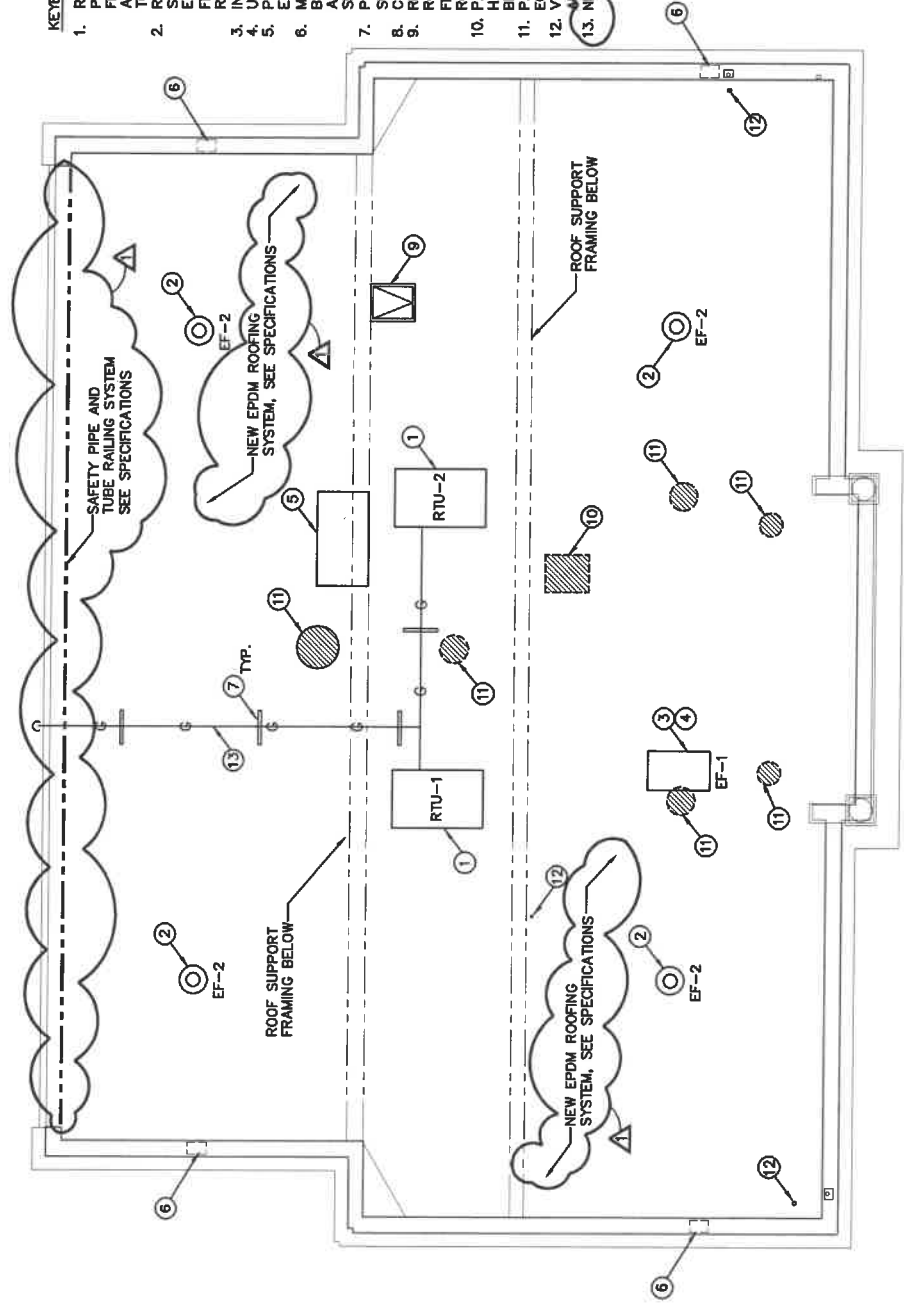
REVISING	DATE	BY	CHK
	8/17/24		

SEAL

REVISED	SCALE
DATE	BY
DRAWN BY	CHK BY
NO.	
DRAWING NUMBER	
<b>M4</b>	

### KEYED PLAN NOTES:

- RTU - 14" FLAT ROOF CURBS. RTU'S TO BE POSITIONED BETWEEN EXIST. ROOF SUPPORT FRAMING INDICATED. LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFY CONDITIONS PRIOR TO INSTALLATION.
- ROOF EXHAUSTER INCLUDES LINE VOLTAGE STAT. S.P. 100 DEGREES FAHRENHEIT. RE-USE EXISTING ROOF PENETRATIONS; PROVIDE PROPER FRAMING AND FLASHING AS REQ'D FOR NEW ROOFING INSTALLATION.
- INTERLOCK W/LIGHT SWITCH
- UTILITY SET EXHAUST FAN
- PROVIDE METAL CAP AND FLASHING OVER EXIST. CONCRETE CAP.
- MAKE-UP AIR ROOF VENTILATOR 16"x18" BRICK VENT. LOCATE AT AN ELEVATION AS TO PROVIDE VENTILATION TO PLENUM SPACE ABOVE 2ND FLOOR FINISHED CEILING.
- PROVIDE PIPE STANDS AT 10' INTERVALS TO SUPPORT NEW GAS LINE FEEDING RTU'S.
- CAP AND SEAL OPENING OF EXIST. FLUE.
- RELOCATED ROOF HATCH: CUT OPENING IN ROOF TO ACCOMMODATE NEW LOCATION, FRAME AND FLASH AS REQ'D FOR NEW ROOFING INSTALLATION.
- PATCH EXIST. ROOF WHERE EXIST. ROOF HATCH IS REMOVED PRIOR TO NEW ROOFING BEING INSTALLED.
- PATCH EXIST. ROOF WHERE EXIST. ROOF EQUIPMENT IS REMOVED.
- VTR TO REMAIN; RE-FLASH AND BE-BOOT AS REQ'D FOR NEW ROOFING INSTALLATION.
- NEW GAS SERVICE LINE UP FROM NORTH WALL.



### GENERAL NOTES:

- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ACM (ASBESTOS CONTAINING MATERIAL) BE ENCOUNTERED AT THE WORK SITE.
- THE CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT AND SAFE WORK SITE AT ALL TIMES.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR IS NOT TO SCALE FROM THE DRAWINGS.



1 ROOF PLAN  
Scale: 1/8"=1'-0"





Building 16  
Roof and HVAC Replacement  
1900 Kanawha Blvd. E.  
CHARLESTON, WEST VIRGINIA 25301

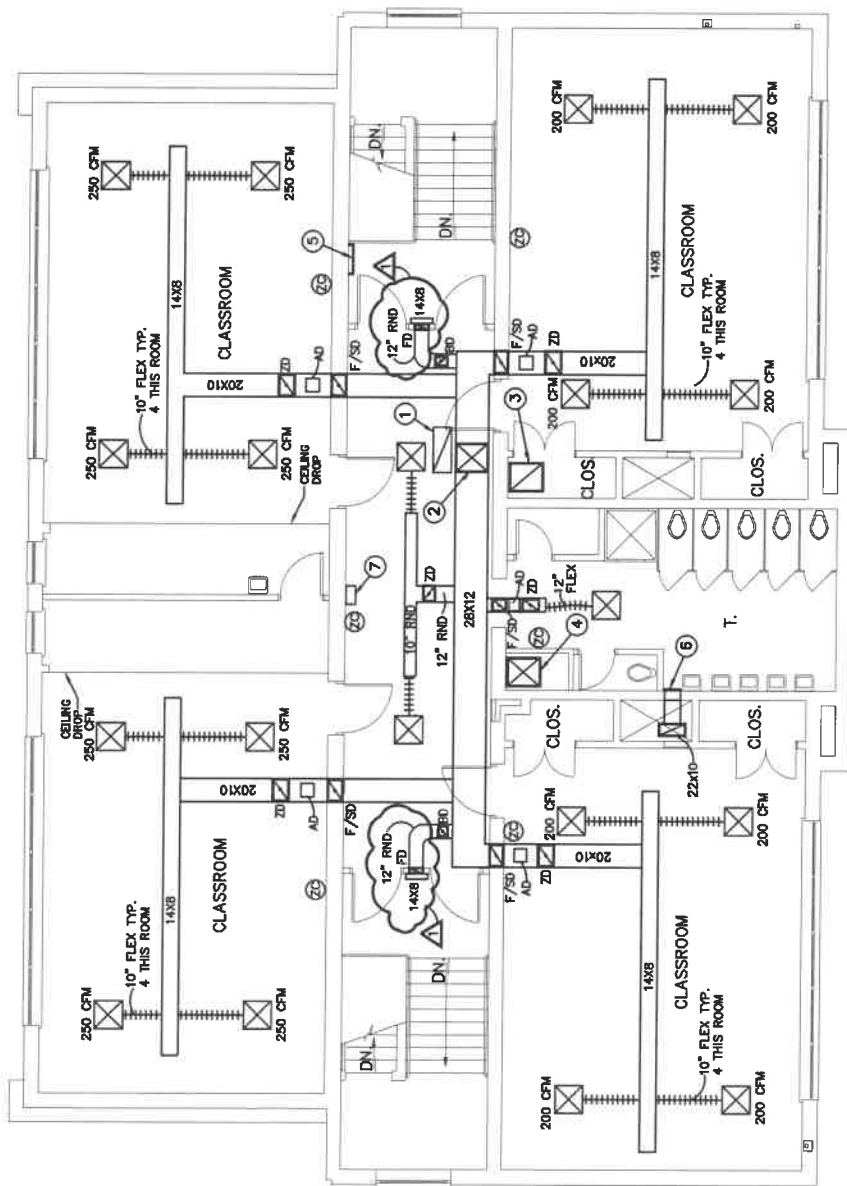
NO.	DATE	BY	CHK'D BY

SEAL

REVISED	SCALE	DRAWING NUMBER <b>M3</b>
DATE	BY	

- SYMBOL LEGEND**
- ☒ SUPPLY AIR DIFFUSER
  - ☑ RETURN AIR DIFFUSER
  - FLEXIBLE DUCT
  - ⊕ THERMOSTAT
  - ⊖ ZONE CONTROL
- ABBREVIATIONS**
- FD FIRE DAMPER
  - F/SD FIRE/SMOKE DAMPER
  - BD BYPASS DAMPER
  - ZD ZONE DAMPER
  - AD ACCESS DOOR

- KEYED PLAN NOTES:**
- RETURN AIR DUCT SERVING 2ND FLOOR RTU.
  - SUPPLY AIR DUCT SERVING 2ND FLOOR RTU.
  - RETURN AIR DUCT SERVING 1ST FLOOR RTU.
  - SUPPLY AIR DUCT SERVING 1ST FLOOR RTU.
  - PROVIDE SHIP'S LADDER FOR ACCESS TO NEW ROOF HATCH LOCATION.
  - 14X8 SIDE-WALL EXHAUST GRILL (700 CFM).
  - CENTRAL CONTROL PANEL.



- GENERAL NOTES:**
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ACM (ASBESTOS CONTAINING MATERIAL) BE ENCOUNTERED AT THE WORK SITE.
  - THE CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT AND SAFE WORK SITE AT ALL TIMES.
  - THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES.
  - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CLEARANCES IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
  - THE CONTRACTOR IS NOT TO SCALE FROM THE DRAWINGS.
  - ALL EXIST. METAL SIDE-WALL RETURN AIR GRILLS TO REMAIN IN EXIST. CLASSROOMS.
  - ALL PENETRATIONS THRU FIRE-RATED WALLS AND/OR CEILINGS SHALL BE PROPERLY FIRE-STOPPED.



1 SECOND FLOOR PLAN  
Scale: 1/8"=1'-0"



# Building 16 Roof and HVAC Replacement

1900 Kanawha Blvd. E.  
CHARLESTON, WEST VIRGINIA 25301

REVISIONS	DATE	BY	CHK.
	09/17/24		

SEAL

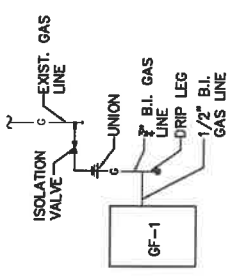
REVISED	DATE	BY	CHK.

M1

- SYMBOL LEGEND**
- SUPPLY AIR DIFFUSER
  - RETURN AIR DIFFUSER
  - +++++ FLEXIBLE DUCT
  - ⊕ THERMOSTAT

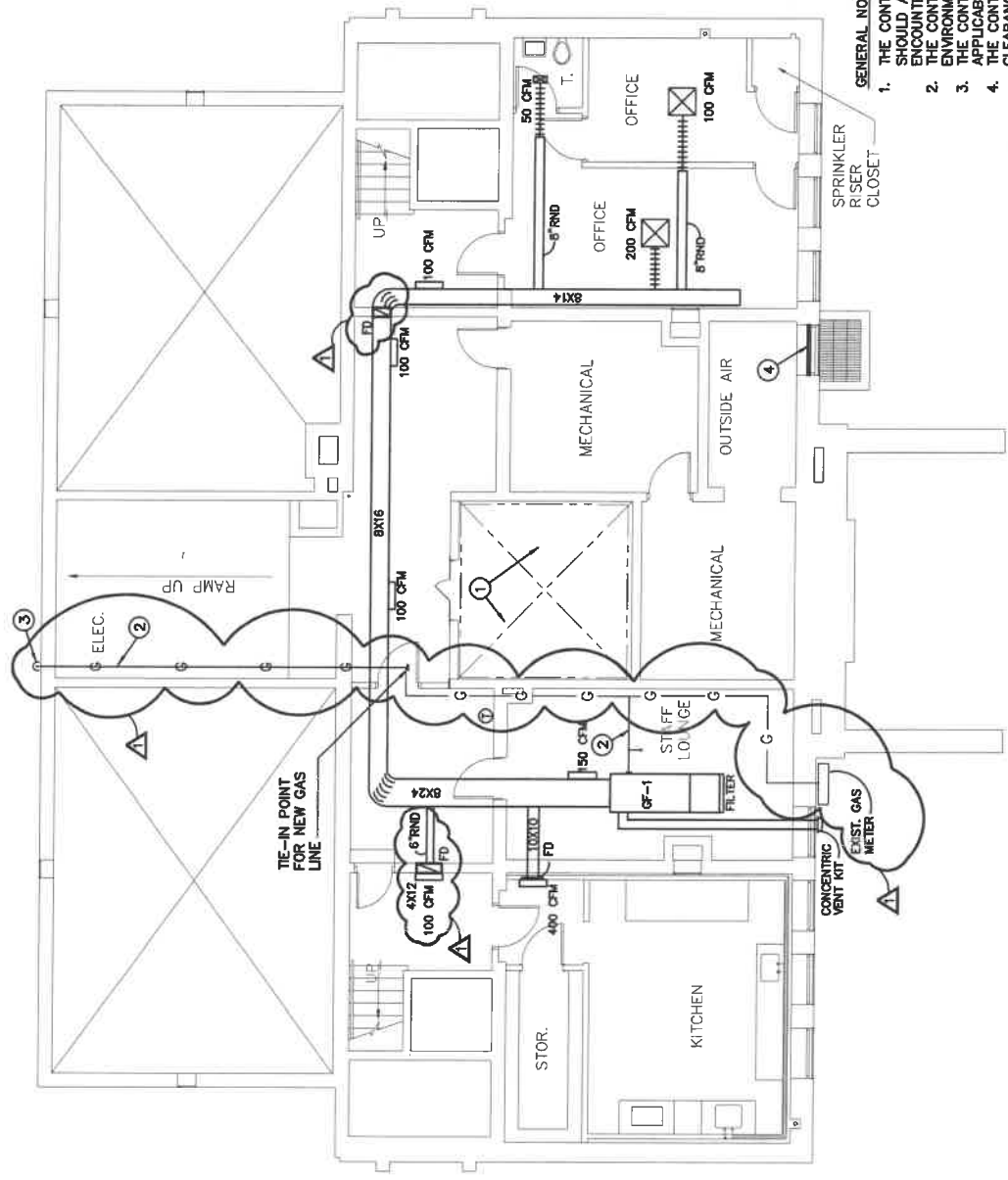
- ABBREVIATIONS**
- FD FIRE DAMPER
  - F/SD FIRE/SHOCK DAMPER
  - BD BYPASS DAMPER
  - ZD ZONE DAMPER
  - AD ACCESS DOOR

- KEYED PLAN NOTES:**
- EXIST. GAS FURNACE TO REMAIN; LEADON FROM SERVICE NEW GAS LINE; SEE DETAIL T1.
  - NEW GAS LINE TO BE INSTALLED THROUGH EXTERIOR WALL AND UP ALONG EXTERIOR WALL TO THE ROOF TO SERVE NEW FURNACE. AIR OPENING WITH 2 LAYERS OF 2" RIGID INSULATION AND CAP.



## APPLIANCE CONNECTION DETAIL

N.T.S.



**GENERAL NOTES:**

- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ACM (ASBESTOS CONTAINING MATERIAL) BE ENCOUNTERED AT THE WORK SITE.
- THE CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT AND SAFE WORK SITE AT ALL TIMES.
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- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CLEARANCES IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR IS NOT TO SCALE FROM THE DRAWINGS.
- ALL EXIST. METAL SIDE-WALL RETURN AIR GRILLS TO REMAIN IN EXIST. CLASSROOMS.
- ALL PENETRATIONS THRU FIRE-RATED WALLS AND/OR CEILINGS SHALL BE PROPERLY FIRE-STOPPED.

1 BASEMENT FLOOR PLAN  
Scale: 1/8"=1'-0"



**Building 16  
Roof and HVAC Replacement**

1900 Kanawha Blvd. E.  
Charleston, West Virginia 25301

REVISED	NO.	DATE
	1	9/7/20

SEAL

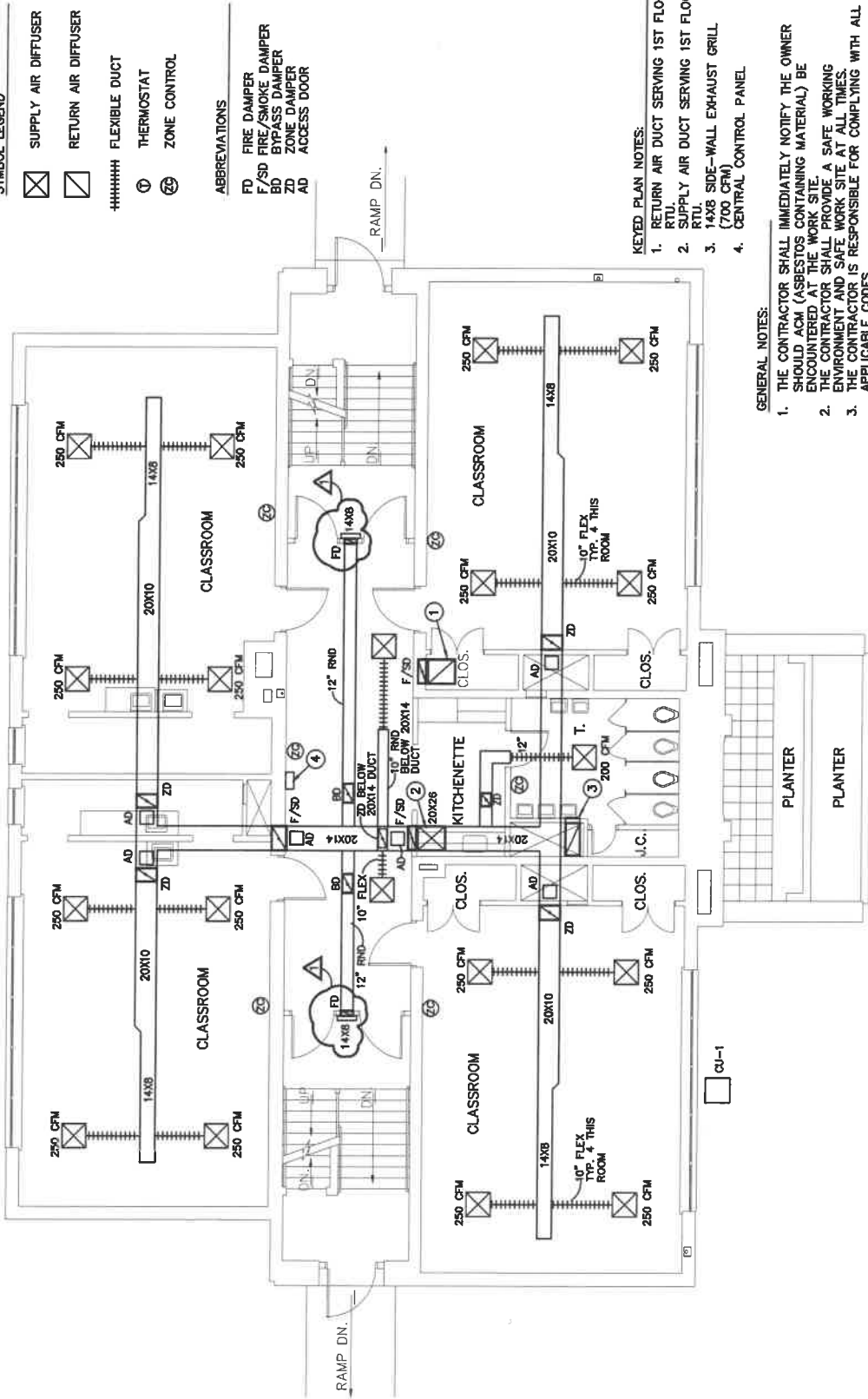
REVISED	SCALE	DRAWN BY	CHEK BY	DRAWING NUMBER
				M2

**SYMBOL LEGEND**

- ☒ SUPPLY AIR DIFFUSER
- ☒ RETURN AIR DIFFUSER
- FLEXIBLE DUCT
- ⊕ THERMOSTAT
- ⊙ ZONE CONTROL

**ABBREVIATIONS**

- FD FIRE DAMPER
- F/SD FIRE SMOKE DAMPER
- BD BYPASS DAMPER
- ZD ZONE DAMPER
- AD ACCESS DOOR



**KEYED PLAN NOTES:**

1. RETURN AIR DUCT SERVING 1ST FLOOR RTU.
2. SUPPLY AIR DUCT SERVING 1ST FLOOR RTU.
3. 14X8 SIDE-WALL EXHAUST GRILL (700 CFM)
4. CENTRAL CONTROL PANEL

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD ACM (ASBESTOS CONTAINING MATERIAL) BE ENCOUNTERED AT THE WORK SITE.
2. THE CONTRACTOR SHALL PROVIDE A SAFE WORKING ENVIRONMENT AND SAFE WORK SITE AT ALL TIMES.
3. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES.
4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CLEARANCES IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
5. THE CONTRACTOR IS NOT TO SCALE FROM THE DRAWINGS.
6. ALL EXIST. METAL SIDE-WALL RETURN AIR GRILLS TO REMAIN IN EXIST. CLASSROOMS.
7. ALL PENETRATIONS THRU FIRE-RATED WALLS AND/OR CEILINGS SHALL BE PROPERLY FIRE-STOPPED.



1 FIRST FLOOR PLAN  
Scale: 1/8"=1'-0"



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

State of West Virginia  
 Centralized Request for Quote  
 Construction

<b>Proc Folder:</b> 1338928			<b>Reason for Modification:</b> Addendum No. 2
<b>Doc Description:</b> Building 16 Roofing & HVAC Project			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-01-25	2024-01-31 13:30	CRFQ 0211 GSD2400000011	3

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
<b>Vendor Customer Code:</b>		
<b>Vendor Name :</b>		
<b>Address :</b>		
<b>Street :</b>		
<b>City :</b>		
<b>State :</b>	<b>Country :</b>	<b>Zip :</b>
<b>Principal Contact :</b>		
<b>Vendor Contact Phone:</b>	<b>Extension:</b>	

FOR INFORMATION CONTACT THE BUYER			
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov			
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"><b>Vendor Signature X</b></td> <td style="width: 33%;"><b>FEIN#</b></td> <td style="width: 33%;"><b>DATE</b></td> </tr> </table>	<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>	

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

SOLICITATION NUMBER: CRFQ GSD240000011

Addendum Number: 2

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) 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 is issued to publish and distribute the following information to the Vendor community.

1. To provide clarifications to previously answered technical questions, and answer subsequent technical questions that were submitted after the deadline, per Attachment A. Additional technical questions, beyond the publishing of this addenda, will not be answered in order to maintain the existing bid opening of 1/31/2024.

No other 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

CRFQ GSD240000011 Building 16 Roofing & HVAC Project  
Clarifications, and Responses to additional Technical Question

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**Clarifications:**

In the previous responses to Technical Questions, question 4 was about dumpsters. To clarify, the Owner will be responsible for disposing of ceiling/lighting components that Owner will be removing. The Vendor will be responsible for providing their own dumpster for all other work associated with this project.

Question 5 referred to the window units currently in the building. Those window units will remain in place until such time that the new NVAC system is operational.

**Additional Technical Questions:**

**Q 1.** Is there any duct smoke detectors or fire alarm systems that need to be part of this project?

**A 1.** Applicable detectors are specified in the RTU model number specification, 9<sup>th</sup> digit (Nomenclature H). Field installed detectors are also acceptable.

**Q 2.** Do the raceways going from the electrical panels in the basement to the second floor to be reused or does it require to be new.

**A 2.** Existing raceway may be reused.

**Q 3.** Is there any security access system required?

**A 3.** No.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO GSD240000011**

**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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

TRI-STATE ROOFING & SHEET METAL CO. OF WV  
 \_\_\_\_\_  
 Company  
  
 \_\_\_\_\_  
 Authorized Signature  
 01/31/2024  
 \_\_\_\_\_  
 Date



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



**ACORD**<sup>TM</sup>

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be an IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
**Marsh & McLennan Agency LLC**  
PO Box 2030  
360 East Vine Street, Ste 200  
Lexington, KY 40588

CONTACT NAME: **Roxanne Cameron CPCU AU**  
PHONE (A/C, No, Ext): **800-796-3567** FAX (A/C, No): **859-2**  
E-MAIL ADDRESS: **Roxanne.Cameron@MarshMMA.com**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Westfield Insurance Company	24112
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
**Tri-State Roofing & Sheet Metal Company**  
of West Virginia  
P.O. Box 1231  
Charleston, WV 25234

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMM5942244	04/30/2023	04/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car  <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			CMM5942244	04/30/2023	04/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$0			CMM5942244	04/30/2023	04/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Policy No. CMM594224 includes Lease/Rented Equipment Coverage \$500,000 Limit \$5,000 Deductible**

CERTIFICATE HOLDER  
  
For Information Purposes Only

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Chris P. Barnett*