



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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

Header

List View

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

Procurement Folder: 151627

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0612

Vendor ID: 000000186872

SO Doc ID: DPS1600000002

Legal Name: PREMIER CONSTRUCTION GROUP LLC

Published Date: 1/20/16

Alias/DBA:

Close Date: 1/28/16

Total Bid: \$47,337.52

Close Time: 13:30

Response Date: 01/28/2016

Status: Closed

Response Time: 11:39

Solicitation Description: Addendum No. 1 - Erect communication tower

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 151627  
**Solicitation Description :** Addendum No. 1 - Erect communication tower  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-01-28 13:30:00	SR 0612 ESR01281600000003197	1

**VENDOR**

000000186872  
 PREMIER CONSTRUCTION GROUP LLC

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Telecommunication transmission tower construction service				\$47,337.52

Comm Code	Manufacturer	Specification	Model #
72141118			

<b>Extended Description :</b>	Labor and Equipment to erect a 100 ft. self support communications tower and installation of microwave and LMR antennas, wave guides, safety device, hardlines, ice shields, and grounds.
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EXHIBIT A

CRFQ DPS1600000002

LABOR, MATERIALS, TOOLS, AND EQUIPMENT TO ERECT A 100' COMMUNICATIONS TOWER AND INSTALLATION OF MICROWAVE AND LMR ANTENNAS, WAVEGUIDES, SAFETY DEVICE, HARDLINES, ICE SHIELDS, AND GROUNDS IN BEVERLY, WV

WEST VIRGINIA STATE POLICE

5190 BEVERLY PIKE, BEVERLY, WV 26253

BID FORM

Bidder's Company Name: PREMIER CONSTRUCTION GROUP LLC

Bidder's Address: RT 3 Box 91

JANE LEW, WV 26378

Remittance Address: \_\_\_\_\_  
(If different)

Phone Number: (304) 517-1260

Fax Number: (304) 517-1233

Email Address: PREMIERCONSTRUCTIONWV@yahoo.com

WV Contractor's License Number: WV 041466

We, the undersigned, hereby propose to furnish all labor, materials, tools, and equipment to complete all work in a workmanlike manner, as described in the Bidding Documents.

CONTRACT TOTAL BID:

Forty seven thousand three hundred thirty seven dollars ninety two cents

(\$ 47,337.52) (Contract total bid, to erect 100' communications tower. Must be written in words and numbers. Words overrides numbers)

Vendor must provide a lump sum bid for the Contract Total Bid as outlined in the specifications. ('Provide' means 'furnish and install.') The contract will be awarded to the Vendor with the lowest Contract Total Bid. The West Virginia State Police reserves the right to accept or reject the bid if the costs exceed the amount budgeted by funding sources for the Project.

Bidder understands that to the extent allowed by the West Virginia Code, the AGENCY reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

RESPECTFULLY SUBMITTED:

DATE: 1/28/2016

WV VENDOR NO.: 000000186872

CONTRACTOR LICENSE NO.: WV 041466

BY: *Ma Douglas*  
(SIGNATURE, IN INK)

TITLE: SENIOR EXECUTIVE

FIRM NAME: PREMIER CONSTRUCTION GROUP

(CORPORATE SEAL  
IF APPLICABLE)

ADDRESS: Rt 2 Box 91 JANE LEN, WV 26378

END OF BID FORM



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 151627

Doc Description: Addendum No. 1 - Erect communication tower

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-20	2016-01-28 13:30:00	CRFQ 0612 DPS1600000002	2

**BID RECEIVING LOCATION**

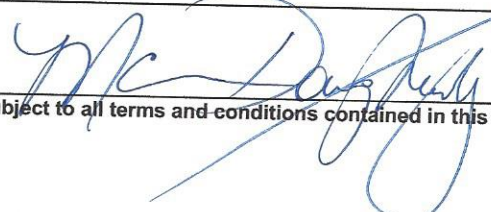
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X  FEIN # 43-200-31029 DATE 1/27/16

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

Page : 1

FORM ID : WV-PRC-CRFQ-001

REQUEST FOR QUOTATION  
Construction Services for Communications Tower

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**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. 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: MARION DOWGHERTY  
Telephone Number: (304) 517-1260  
Fax Number: (304) 517-1233  
Email Address: PREMIER CONSTRUCTION W@eypa200.com



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DPS160000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Premier Construction Group  
Company  
[Signature]  
Authorized Signature  
11/27/16  
Date

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

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: CRFQ - DPS160000002

Contract Purpose: ERECT COMMUNICATIONS TOWER

Agency Requesting Work: WV STATE POLICE

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:**

Vendor Name: PREMIER CONSTRUCTION GROUP

Vendor Telephone: (304) 577-1260

Vendor Address: RT 2 Box 91

Vendor Fax: (304) 577-1233

JANE LEW, WV

26378



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

STATE OF WEST VIRGINIA,

COUNTY OF Lewis, TO-WIT:

I, MARION DONGHERTY, after being first duly sworn, depose and state as follows:

- 1. I am an employee of PREMIER CONSTRUCTION GROUP, and  
(Company Name)
- 2. I do hereby attest that PREMIER CONSTRUCTION GROUP  
(Company Name)

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

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

By: [Signature]  
 Title: SENIOR EXECUTIVE MEMBER  
 Company Name: PREMIER CONSTRUCTION  
 Date: 1/27/16

Taken, subscribed and sworn to before me this 27<sup>th</sup> day of January, 2016.  
 By Commission expires 3-16-2017



[Signature]  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: PREMIER CONSTRUCTION GROUP LLC

Authorized Signature: [Signature] Date: 1/27/16

State of West Virginia

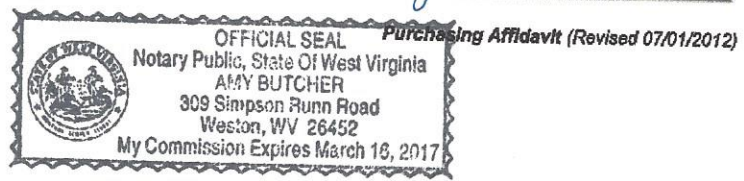
County of Beers, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of January, 2016.

My Commission expires 3-16, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



**SOLICITATION NUMBER: CRFQ– DPS1600000002**  
**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DPS1600000002 ("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. Responses to vendor questions attached.
2. Pre-bid sign-in sheet attached.
3. The bid opening will remain on 01/28/2016 at 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.

Bond No.: 71747824

Agency WV STATE POLICE  
REQ. P.O.# CRTO 0612 DPS  
1600000002

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Premier Construction Group, LLC  
of Jane Lew West Virginia, as Principal, and WESTERN SURETY COMPANY  
of Chicago Illinois, a corporation organized and existing under the laws of the State of South Dakota  
with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Amount Bid (5%) (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Telecomm Transmission Tower Construction

**NOW THEREFORE,**

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

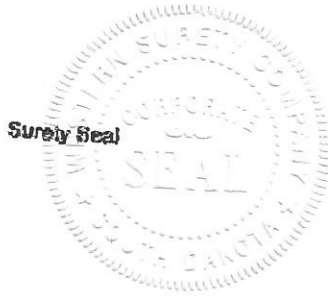
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 28th day of January, 2016

Principal Seal

Premier Construction Group, LLC  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
SENIOR EXECUTIVE  
(Title)

WESTERN SURETY COMPANY  
(Name of Surety)  
[Signature]  
ALICIA SUE POLOKA Attorney-in-Fact



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

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71747824

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ALICIA SUE POLOKA

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Premior Construction Group, LLC

Obligee: West Virginia State Police

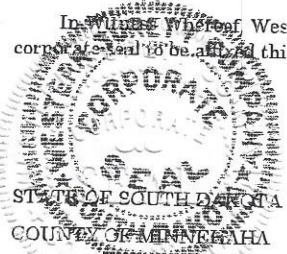
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

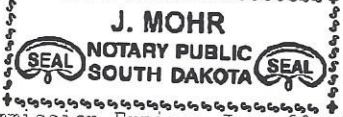
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of April 28, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 28th day of January, 2016.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 28th day of January, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr  
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 28th day of January, 2016.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.