

# NOTICE

Please note this bid from Caliber Contracting Services, Inc. for the solicitation DNR2100000001 was received at the Purchasing Division office prior to the established bid-opening date and time on December 1, 2020, but did not load properly at the public bid opening. This response has since been loaded and is now posted.



Mark Totten

Technical Services Manager



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


Header 1

List View

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

Procurement Folder: 788438


Procurement Type: Central Purchase Order

Vendor ID: VS0000017730 


Legal Name: Caliber Contracting Services, Inc.

Alias/DBA:

Total Bid: \$4,999,000.00

Response Date: 12/01/2020 

Response Time: 13:24

Responded By User ID: CaliberInc 

First Name: Kevin

Last Name: McNulty

Email: jdonahoe@calibercontrac

Phone: 1202200000

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2100000001

Published Date: 11/12/20

Close Date: 12/1/20

Close Time: 13:30

Status: Closed

Solicitation Description: District 6 - New Office Complex Construction Project

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building Construction Services				4999000.00

Comm Code	Manufacturer	Specification	Model #
72120000			

**Commodity Line Comments:**

**Extended Description:**

Construction of new office complex at District 6, Parkersburg, WV.  
 Vendors are to use EXHIBIT "A" Pricing Page as attached hereto for their bid submission response.

EXHIBIT A – PRICING PAGE  
WV Division of Natural Resources  
District 6 Office Complex

Name of Vendor:

Caliber Contracting Services, Inc.

Address of Vendor:

104 East Swissvale Avenue,  
Pittsburgh, PA 15218

Phone Number of Vendor:

412-205-8283

WV Contractors License No.

**WV-** 055641

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**"A" Base Bid**

The Base Bid shall consist of all the work described in the Bidding Documents including the Plans, Project Manual, and any addendums not identified as an additive alternate.

**Total Base Bid:**  
Lump sum for all labor, materials, and equipment necessary for a complete project.  
**Written in numbers.**

\$4,999,000

**Total Base Bid: "A"**  
Lump sum for all labor, materials, and equipment necessary for a complete project.  
**Written in words.**

four million nine hundred ninety nine thousand

EXHIBIT A - PRICING PAGE  
WV Division of Natural Resources  
District 6 Office Complex

**Additive Alternates**

**"B" Alternate No. 1 - ADD TO THE BASE BID ALL LABOR AND MATERIAL TO INSTALL ALL LABOR AND MATERIAL TO PROVIDE: Provide 3 5/8 inch Masonry veneer over continuous insulation. See Sheet A010 of the plans for Alternate wall type details. AS INDICATED ON THE ARCHITECTURAL DRAWINGS.**

**Total "B" Alternate No. 1  
Bid: Lump sum for all labor,  
materials, and equipment  
necessary for a complete  
project.  
Written in numbers.**

\$22,000

**Total "B" Alternate No. 1  
Bid: Lump sum for all labor,  
materials, and equipment  
necessary for a complete  
project.  
Written in words.**

twenty two thousand

**Total Bid Amount is the TOTALS of A + B =**

**\$ 5,021,000**



**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
New District 6 Office Complex at 76 Conservation Way Parkersburg, WV 26104

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 17th day of November, 2020.

Principal Seal



Caliber Contracting Services, Inc.  
(Name of Principal)

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

Kevin McNulty President  
(Title)

Surety Seal



The Cincinnati Insurance Company  
(Name of Surety)

By: [Signature]  
Patti K. Lindsey 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.**



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Patti K. Lindsey** its true and legal Attorney-in-Fact to sign, execute, seal and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

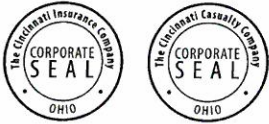
Surety Bond Number: Bid Bond  
Principal: Caliber Contracting Services, Inc.  
Obligee: State of West Virginia

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Vice President this 19th day of December, 2018.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Vice President

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law  
Notary Public – State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 17th day of November, 2020 .



Secretary

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: DNR2100000001

Contract Purpose: New District 6 Office Complex

Agency Requesting Work: State of West Virginia-Purchasing Division

**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.

\*Will be provided upon notice of intent to award

**Vendor Contact Information:**

Vendor Name: Caliber Contracting Services, Inc.

Vendor Telephone: 412-205-8283

Vendor Address: 104 East Swissvale Avenue  
Pittsburgh, PA 15218

Vendor Fax: 412-205-8078

Vendor E-Mail: kmcnulty@calibercontractingservices.com





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

I, Kevin McNulty, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Kevin McNulty  
 Signature:   
 Title: President  
 Company Name: Caliber Contracting Services, Inc.  
 Date: 11/17/2020

Pennsylvania  
STATE OF WEST VIRGINIA,

COUNTY OF Allegheny, TO-WIT:

Taken, subscribed and sworn to before me this 16 day of November 2020

By Commission expires 09/20/2024

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Michelle McNulty, Notary Public
Allegheny County
My commission expires September 20, 2024
Commission number 1300890

Member, Pennsylvania Association of Notaries

(Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Caliber Contracting Services, Inc.

Authorized Signature: [Signature] Date: 11/17/2020

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 16 day of November, 2020

My Commission expires September 20, 2024

**AFFIX SEAL HERE**  
Commonwealth of Pennsylvania - Notary Seal  
Michelle McNulty, Notary Public  
Allegheny County  
My commission expires September 20, 2024  
Commission number 1300890  
Member, Pennsylvania Association of Notaries

**NOTARY PUBLIC** Michelle McNulty  
Purchasing Affidavit (Revised 01/19/2018)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DNR 21\*15**

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

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

**Addendum Numbers Received:**

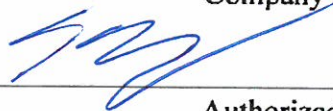
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Caliber Contracting Services, Inc.

Company



Authorized Signature

11/17/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012





**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.



\_\_\_\_\_  
 (Name, Title)  
 Kevin McNulty, President

\_\_\_\_\_  
 (Printed Name and Title)  
 104 East Swissvale Avenue, Pittsburgh, PA 15218

\_\_\_\_\_  
 (Address)  
 412-205-8283 / 412-205-8078

\_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 kmcnulty@calibercontractingservices.com

\_\_\_\_\_  
 (email address)

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

Caliber Contracting Services, Inc.  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Kevin McNulty, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

11/17/2020  
\_\_\_\_\_  
(Date)

412-205-8283 / 412-205-8078  
\_\_\_\_\_  
(Phone Number) (Fax Number)

# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number:

WV055641

Classification:

GENERAL BUILDING

CALIBER CONTRACTING SERVICES INC  
DBA CALIBER CONTRACTING SERVICES INC  
104 EAST SWISSVALE AVENUE  
PITTSBURGH, PA 15218

Date Issued

Expiration Date

JULY 02, 2020

JULY 02, 2021



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.