

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



Proc Folder:

814205

Doc Description: ADDENDUM NO.2 ROOFING SYSTEM

Reason for Modification:

ADDENDUM NO.2

To attach Vendor Questions and

responses

Proc Type:

Central Purchase Order

Date Issued

Solicitation Closes

Solicitation No

Version

2021-03-11

2021-03-25 13:30 CRFQ 0803 DOT2100000098

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:

R&T ENTERPRISES, INC.

Street:

P.O. BOX 727 BRIDGEPORT, WV 26330

City:

304-623-4827

State:

Country:

Zip:

Principal Contact:

304-623-4827

Vendor Contact Phone:

Washaniel G. Rohny

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN#

55-657-4291 DATE

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

Date Printed: Mar 15, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

ADDENDUM NO 2

Addendum No.2 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish a contract for the following:

Installation of a roof system for the Sugar Grove Salt Shed in Pendleton County, West Virginia. The roof system would be designed and installed to consist of a single span truss arch, fabric covered, steel framed building roof system, to clear span the 42 ft. OD x 32 ft. OD structure, as per the attached Project Plans and documents.

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.

Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHY	VAYS	WV DIVISION OF HIGHWAYS	
DISTRICT EIGHT - A	LL LOCATIONS	SUGAR GROVE SUBSTATION	
PO BOX 1516		9315 SUGAR GROVE RD	
ELKINS	WV 26241	SUGAR GROVE WV 26815	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roofing System	1.00000	EA		
				48,	166.68

Comm Code	Manufacturer	Specification	Model #	
25174100	0		N	
	Drite Span		HTICS	

Extended Description:

32' x 42' Roofing System for the Sugar Grove Salt Shed

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Mandatory Pre-bid 11:00am	2021-03-09
2	Tech Questions due by : 10:00am	2021-03-16

SOLICITATION NUMBER: CRFQ DOT2100000098 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT21000000098 ("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
[X]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

Additional Documentation:

1. Attach Vendor Questions and responses

Bid Opening remains 03/25/21 at 1:30pm

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 DOT 21*98 Vendor Questions – Responses

Question: Can a fabric roll-up door be used as an alternative?

Answer: A fabric roll-up door will be accepted.

Question: Can a 220 fabric termination be used instead of a 320 termination?

Per the attachment, a "220 fabric termination" will be accepted if all metallic materials are galvanized in accordance with the contract documents at III. Steel Frame Requirements,

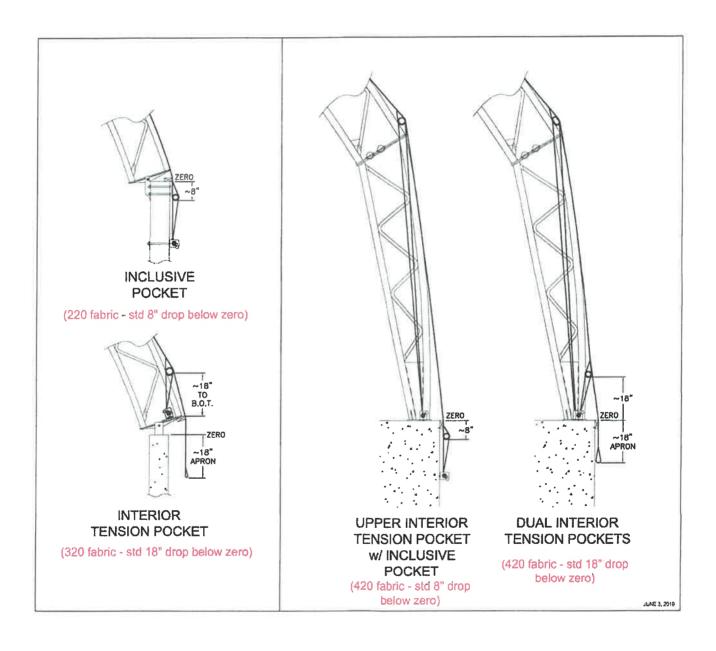
Section E. (See Attached)

Question: Who is responsible for the 36" fan?

Answer: Per the contract documents at III. Steel Frame Requirements, Section K.: "The 36"x36"

exhaust fan will be supplied and installed and tested in place by the contractor and it will be suitable for use in the corrosive salt shed environment and will be incidental to the Roof System Line Item no. 1 bid price. WVDOH will complete the electrical connections

necessary for the permanent exhaust fan operation."



ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2100000098

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.

(Check the box next to each addendum received)						
[]	Addendum No. 1	[]	Addendum No. 6			
[X]	Addendum No. 2	[]	Addendum No. 7			
[]	Addendum No. 3	[]	Addendum No. 8			
[]	Addendum No. 4	[]	Addendum No. 9			

Addendum Numbers Received:

[] Addendum No. 5

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.

[] Addendum No. 10

Company

Authorized Signature

3-24-2021

Date

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

Pendleton County, Sugar Grove, Salt Shed Building Roof System

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish a contract for the following: Installation of a roof system for the Sugar Grove Salt Shed in Pendleton County, West Virginia. The roof system would be designed and installed to consist of a single span truss arch, fabric covered, steel framed building roof system, to clear span the 42 ft. OD x 32 ft. OD structure, as per the attached Project Plans and documents.

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.

- 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 design and installation of any and all aspects of the building roof system, 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 "WVDOH" means the West Virginia Division of Highways.
 - 2.5 "Roof System" means all components comprised in a single span truss arch fabric Covered steel framed building roof system which will be used to cover the Sugar Grove Salt Shed.
 - 2.6 "ASCE" means the American Society of Civil Engineers. Reference: www.asce.org
 - 2.7 "ANSI" means the American National Standards Institute. Reference: www.ansi.org.
 - 2.8 "AISC" means the American Institute of Steel Construction. Reference: www.aisc.org.
 - **2.9 "AASHTO"** means the American Association of State Highway and Transportation Officials. Reference: www.astm.org.
 - **2.10 "ASTM"** means the American Society for Testing and Materials. Reference: www.astm.org.

Revised 06/08/18

Pendleton County, Sugar Grove, Salt Shed Building Roof System

- 2.11"HSS" means Hollow Structural Steel.
- 2.12 "PSI" means Pounds per Square Inch.
- 2.13 "PSF" means per Square Foot.
- 2.14 "Contractor" or "Vendor" or "Bidder" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads, and Bridges, most recent edition, as modified by all subsequent annual supplemental Specifications, are interchangeable.
- 2.15 "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.
- 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 six 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

Pendleton County, Sugar Grove, Salt Shed Building Roof System

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.
 - X 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.

Copies of project plans can be examined at the following locations

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 Monday Friday 7 AM 5 PM 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:

Revised 06/08/18

Pendleton County, Sugar Grove, Salt Shed Building Roof System

- 10.4.1.1 Removal of all construction incidental materials from the project site Is required.
- 10.4.1.2. 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. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. 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	: Nathaniel G. Kohrig
Telephone Number	r: 304-623-4827
Fax Number:	304-622-5546
Email Address: _	Nrohrig @ Rol. Com

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

My Commission Expires November 17, 2025 1376 BROAD RUN ROAD JANE LEW WV 26378

Vendor's Name: R&T Enterprises In	_
Authorized Signature:	_
State of	
County of farcison, to-wit:	
Taken, subscribed, and sworn to before me this <u>23</u> day of <u>Arch</u> , 20 <u>21</u> .	
My Commission expires November 17, 2025.	
J. J. J. J.	1
NOTARY PUBLIC Terrie L. Titus Notary Public State of West Visions	<u> </u>

Q&A

Deadline

03/22/2021 03:00 PM EDT

Remarks

Page 1 of 1 03/15/2021

Pendleton County, Sugar Grove, Salt Shed Building Roof System

EXHIBIT A - Pricing Page

NAME OF VENDOR: RAT Enter Prises, Inc.
The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the sites 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:
TOTAL BID AMOUNT
For the sum of: Forty Fyht Thousand None Hundred Dix Six Bolon
(s 48,966,68

(Show amount in both words and numbers)

DATE: 3-24-2021



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

Proc Folder:	814205		Reason for Modification:
Doc Description	n: ROOFING SYSTEM		
Proc Type:	Central Purchase Order		
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-23	2021-03-25 13:30	CRFQ 0803 DOT2100000098	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR				
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Vendor Customer Code:

Vendor Name:

Address:

R&TENTERPRISES, INC.

P.O. BOX 727

Street:

BRIDGEPORT, WV 26330 304-623-4827

City:

State:

Country:

Zip:

Principal Contact: Wathaniel G. Robert

Vendor Contact Phone:

304-623-4827

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature X

FEIN# 55-057-4291 DATE 3-24-2021

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Feb 23, 2021 Page: 1

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways (WVDOH) to establish a contract for the following:

Installation of a roof system for the Sugar Grove Salt Shed in Pendleton County, West Virginia. The roof system would be designed and installed to consist of a single span truss arch, fabric covered, steel framed building roof system, to clear span the 42 ft. OD x 32 ft. OD structure, as per the attached Project Plans and documents.

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Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO
DIVISION OF HIGHWAYS		WV DIVISION OF HIGHWAYS
DISTRICT EIGHT - ALL LO	CATIONS	SUGAR GROVE SUBSTATION
PO BOX 1516		9315 SUGAR GROVE RD
ELKINS	WV 26241	SUGAR GROVE WV 26815
us		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roofing System	1.00000	EA	110 0.	
	•			40,760	o. 68

Comm Code	Manufacturer	Specification	Model #	
25174100	Brit son		Atlas	

Extended Description:

32' x 42' Roofing System for the Sugar Grove Salt Shed

SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Mandatory Pre-bid 11:00am	2021-03-09
2	Tech Questions due by : 10:00am	2021-03-16

**		Document Description	Page
	Document Phase	Document 2 334 f	3
	Final	ROOFING SYSTEM	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: Reason for Modification: 814205 ADDENDUM NO.1 - To attached Doc Description: ADDENDUM NO.1 ROOFING SYSTEM Pre-bid Sign-in sheets **Proc Type:** Central Purchase Order Version Date Issued Solicitation Closes Solicitation No 2 2021-03-25 CRFQ 0803 DOT2100000098 2021-03-11 13:30

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:

R & T ENTERPRISES, INC.

Street:

P.O. BOX 727 BRIDGEPORT, WV 26330 304-623-4827

City:

State:

Country:

Zip:

Principal Contact: Nothered 6. Rohrig

Vendor Contact Phone:

304-623-4827 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN#

55-057-4291DATE 3-24-2021

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

Date Printed: Mar 11, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No.1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

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INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT EIGHT - ALL LOCATIONS PO BOX 1516 ELKINS WV 26241 US	WV DIVISION OF HIGHWAYS SUGAR GROVE SUBSTATION 9315 SUGAR GROVE RD SUGAR GROVE WV 26815 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price Total Price
1	Roofing System	1.00000	EA	48,966.68
	10.0	Chacificat	ion	Model #

Comm Code	Manufacturer	Specification	Model #	
25174100	Brikeston		Attas	

Extended Description:

32' x 42' Roofing System for the Sugar Grove Salt Shed

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Line	Event	Event Date
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2	Tech Questions due by : 10:00am	2021-03-16

SOLICITATION NUMBER: CRFQ DOT2100000098 Addendum Number: 1

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Applicable Addendum Category:

[]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[X]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other

Additional Documentation:

1. Attach Pre-bid sign-in Sheet

Bid Opening remains 03/25/21 at 1:30pm

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
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Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2100000098

Date of Pre-Bid Meeting: 03/09/2021

Location of Prebid Meeting: WV DOH-9315 Sugar Grove Road, Sugar Grove, WV 28815

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WY DOH! Procurement	Hristy James	1900 Karawha Bird E Building 5, Rm ADD Charleston, W	304-914-7104		thisty.e. james a) wv. gov
Entaprise	Pare Davis	80 80 x 727 Br. 19690+ W1 26550	3046234827		urchige aci, Com
Procing Prieig	Tyler Kirkpatrick	3174 Earl 1 Core Rd	30-1-690-0319		tkitkpotnick@ Swietleosting. Or
MICDOH DE	JEREMEAH KNOVEMSHE	FO ISILO ELKENS, WW Z6241	34-630-6075		JEREPSON, K. KNOVENSMI @ LUE. 60V
BO HOUND	Mary Lewis	10 1304 1516 14546 151813	304-43715226		Mary-e.kwis @ WO:900
	(3/10/2)	The TE Wise Ill			0 00 1,00

^{*}One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf,

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ DOT2100000098

Date of Pre-Bid Meeting: 03/09/2021

Location of Prebid Meeting: WW DOH-9319 Sugar Grove Road, Sugar Grove, WV 20819

Please Note:

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Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	<u>Email:</u>
MN DOH	MATT CANNOH	1101 N. RANDOLPH AVE ELKING, WU 26241	304-142-0449		Matthew.j. Chanon &
WV DOH		FRANKLIN MY 26807	I I		Dynogere the State New Day

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ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2100000098

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 (Check the b	Numbers Received: ox next to each addendum	received	1)	
[X]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
r 1	Addendum No. 5	[]	Addendum No. 10

[] Addendum No. 5

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.

Authorized Signature

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: Initial Contract Term: This Contract becomes effective on and extends for a period of year(s).
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 _30days.
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 maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
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.
Other: See attached.
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4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed. 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 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. [7] 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. 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 below must be provided to the Purchasing Division by the Vendor as specified below. BID BOND (Construction Only): 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. [7] 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.

[7] 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. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment 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 a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted. MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. [7] 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. WW General Contractors License П П 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.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of: \$100,000 occurrence.	per
Automobile Liability Insurance in at least an amount of:pe	r occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount per occurrence. Notwithstanding the forgoing, Vendor's are no 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: pe	r occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contra	act.
Pollution Insurance in an amount of: per occurrence.	
Aircraft Liability in an amount of: per occurrence.	
State of West Virginia must be listed as additional insured on insurance certificate ***	
State of WV 1900 Kanawha Blvd., E., Bldg. 5 Charleston, WV 25305	

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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:

\$40 per day	for	period of contract	
Liquidated Damages Contained in	the	Specifications	

- 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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 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 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.
- 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 with regard to 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 http://www.state.wv.us/admin/purchase/privacy/default.html.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- **40. 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.requisitions@wv.gov.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

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Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. 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
 - d. 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.
- 43. 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

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"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.

- 44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward 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.
- 45. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 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 Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:	RAT	Enter Prises	, Inc.
Contractor's License	No.: WV	033149	

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

- 2. 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.
- 2.1. 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.

- 3. 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) Postaccident; 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.

- 4. 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.
- 4A. 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.
- 5. 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.

6. 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.

Revised 01/09/2020

7. 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
wag	e rates.
V	The work performed under this contract is not subject to Davis-Bacon wage rates.

8. 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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Rat Enter Pres	es . The
Check this box if no subcontractors will perfer project.	orm more than \$25,000.00 of work to complete the
	1
Subcontractor Name	License Number if Required by
	W. Va. Code § 21-11-1 et. seq.
11/11/2000	

Attach additional pages if necessary

Revised 01/09/2020

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 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.

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.
11/11/11/11/12 Provided
(Name, Title)
Motheriel G. Robing President
(Printed Name and Title)
P.O. Box 727, Bridge port, WV 26380
(Address)
304-623-4827 304-627-5546
(Phone Number) / (Fax Number)
Nrohrig @ gol. 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.
RAT Enterphoses Inc.
(Company) Wathaniel G. Rohny President
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
3-24-2021
(Date)

304-622-5546

304 - 623 - 4827 (Phone Number) (Fax Number)



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

1, Mathemal 6. Konry , a	fter being first duly sworff, depose and state as follows.
1. I am an employee of	(Company Name) and,
2. I do hereby attest that	(Company Name)
maintains a written plan for policy are in compliance wit	a drug-free workplace policy and that such plan and the west Virginia Code §21-1D.
The above statements are sworn t	to under the penalty of perjury.
	rinted Name: Nathaniel G. Rohmig
5	ignature:
Ti	itle: President
C	ompany Name: RAT Enterprise, Inc
D	ate: 3- 23- 2021
STATE OF WEST VIRGINIA,	
COUNTY OF HATTISON	, TO-WIT: /
Taken, subscribed and sworn to be	efore me this $\frac{23}{2}$ day of $\frac{1}{1}$
By Commission expires Noven	bor 17 2025
(Seal)	(Notary Public)
OFFICIAL SEAL Terrie L. Titus Notary Public State of West Virginia My Commission Expires November 17, 2025 1376 BROAD RUN ROAD JANE LEW, WV 26378	Rev. July 7, 2017



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV033149

Classification:

SPECIALTY

R & T ENTERPRISES INC DBA R & T ENTERPRISES INC PO BOX 727 BRIDGEPORT, WV 26330

Date Issued

Expiration Date

DECEMBER 07, 2020

DECEMBER 07, 2021

Authorized Company Signature

Chair, 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.

SYNERGY NON-FR FABRIC

RU88X-6 400 (IPG)



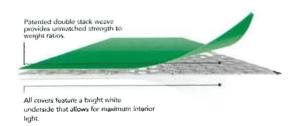
Synergy Non-FR Fabric is a heavy weight fabric with 4 mil coatings used for applications requiring minimally flame retardant material with ultraviolet stability. The scrim, which is the woven part of the material, is constructed of individual tapes. The unique composition of the tapes and how they are woven together gives Synergy Non-FR Fabric its tremendous rip, tear and puncture strength. The specialized 4 mil coatings are more resistant to abrasion damage during fabrication and installation of the fabric cover. Synergy Non-FR Fabric comes with a 20 year pro-rata warranty.

Safe & Environmentally Friendly

No toxic chemicals are used in the production of Synergy Non-FR Fabric. All scraps and used covers are 100% recyclable.

Bright Atmosphere

Synergy Non-FR Fabric covers provides an exceptionally bright and pleasant interior atmosphere. Natural light penetrates the fabric while the unique composition of the tapes ensures the cover remains pliable and resistant to ultraviolet damage. The Synergy Non-FR Fabric reduces the conduction of heat and cold, ensuring a building is warmer in the winter and cooler in the summer. The fabric is available in a variety of attractive colours all featuring a bright white underside that further enhances the interior brightness.





Non-FR Fabric	Specifications
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Weave:	16 x 16 tapes/in (63 tapes/	10 cm)	
Coating Thickness:	4.0 mils average each side (95g/m²)	
Coating Composition:	Modified LDPE coating with	UV protect	tion
Weight:	12 oz/yd² (407 g/m²) +/- 5	%	
Thickness:	23 mils (0.59mm)	ASTM	D1777
Grab Tensile:	Warp: 370lbs. (1664 N) Weft: 345 lbs. (1532 N)	ASTM ASTM	D5034 D5034
Strip Tensile:	Warp: 245 lbs. (2178 N)	ASTM	D4851
(N/5cm)	Weft: 235 lbs. (2086 N)	ASTM	D4851
Tongue Tear:	Warp: 110 lbs. (488 N) Weft: 100 lbs. (444 N)	ASTM ASTM	
Trapezoidal Tear:	Warp: 95 lbs. (422 N) Weft: 90 lbs. (400 N)	ASTM ASTM	
Mullen Burst:	655 psi (4512 kPa)	ASTM	D3786
Cold Crack:	Minus 60° C	ASTM	D2136

Non-FR Fabric Fire Ratings

Test / Standard	Flame Spread	Smoke Developed	Char Length
ASTM E-84	10	65	•===
(pass)	10	65	

SYNERGY NON-FR FABRIC



Colors may not be exactly as shown here. Contact your focal BRITESPAN Dealer for actual fabric samples.

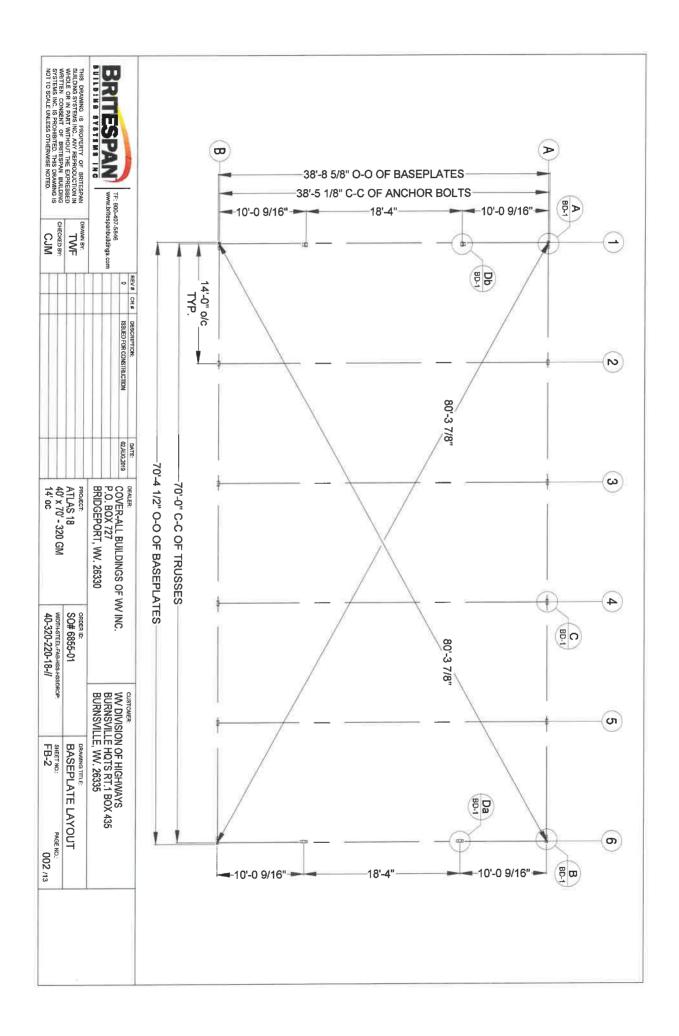
WHICH WATER		Notice No.						
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SO# 6855-01 wdth-steel-fab-hss-hssdrop- 40-320-220-18-//		WEET (2.00%) (10.00%) WEET (0.00%) (10.00%) (10.00%) (10.00%) WEET (0.00 444 N WEET (0.00 444 N WEET 60 b 400	Popularities Wowan clear 140°E scrim 4 mil (65° gm² isleb) 12 oxy ar (467° gm² isleb) 23 mil (25.9 mm) WAEP 370 h (588 nt) WAEP 265 bin (2178) WARP 265 bin (2178) WARP 265 bin (2178) WARP 265 bin (2178)	AL OTHER SELECTIONISSES IN YELD-16M. VAL OTHER SELECTIONISSES AN INTEGRAL APPL OF THE STRUCTURAL SYSTEM FRANCHING OR ALTERATION WITH AUTHORIZATION IS PROVIDED TO LESS MANDE PRAYCHED IMPEDIATED TO AND INVESTMENT PRAYCHED STRUCTURAL	AL NELDED COMPONERIS (INUSESS) ARE FOT DRY OLVINIEDS NEDDE AND OUT IN ACCORDANCE ASTINATZI AKT PARLIAS AND ITE STOCKMEP PER ERRE REMEMBERS TO THE STOCKMEN AT THE STOCKMEN AND ASTINATION OF THE STOCKMEN AND ASTINATION OF THE STOCKMEN AND ASTINATION OF THE STOCKMEN AND ASTINATION ASTINATION AND ASTINATION ASTINA	STRUCTURAL PLATE CONCIDAIS TO THE POLICOMING SPECIFICATIONS: PLATES NEL MONDEY BY LOT DE A LOS BOOK DE AND	10 ASTN ASST MASS 120 ASST	REFERENCE ONLY ROSES APPROVED METHOUS SERIED ASSEMBLY TORROLE VALUES. GRADE 5 Prod Load Coamp Load Torque DTy Bridge 15
	CUSTOMER: WV DIVISIO BURNSVILL BURNSVILL	=0.75; V=0.8 AS1 AS1 AS1 AS1 AS1 AS1	Das AST AST AST	OR ALTERATION WITH GRANTY PROBLEMS. (LICHTING, HYAC, SPRIN 19T BE RENEWED AND A D ACCESSIORIES MAY RE	RDANCE ASTIMAT23 / AS	ALCON MILITARY NATIONAL MARCHANICS AND MARCHANICS A	56 110 200 840 1330	D REDURED WHERE A

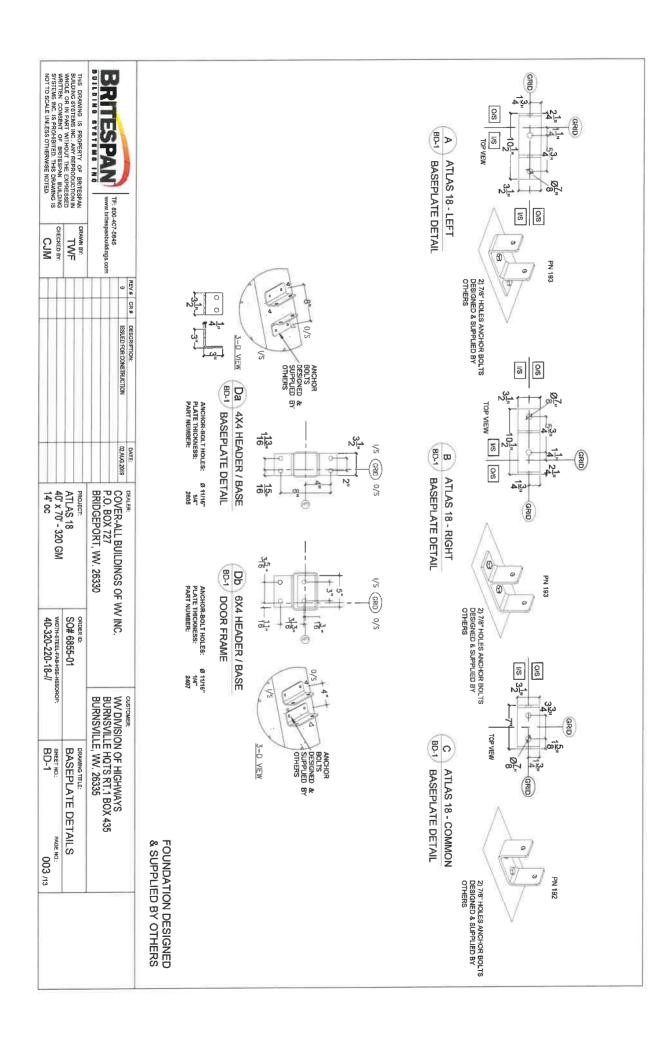
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			AYS BOX 435	IIGHW/ S RT.1 26335	WV DIVISION OF HIGHWAYS WV DIVISION OF HIGHWAYS BURNSVILLE HQT'S RT.1 BOX 435 BURNSVILLE, WV. 26335	ĬĊ.
DING. BRACING MUST ING IS COMPLETELY BLITY OF BRITESPAN	RECTION OF BUILD RIMANENT BRACE THE RESPONSIB	ALL PE	" MOTE "" " " " " " " " " " " " " " " " " "	TEMPORAL REMAIN BUILDING BUILDING		WEET 100 644N WEET 100 642N WARP 65 16 422 N WEET 20 16 400 N WEET 20 16 400 N PASS 276 FL40°C RUBBL-6-400°C RUBBL-6-400°C
BRITESPAN and Engineer of adequate, check all other	reported to in writing to where tensioning found n	spected and soper of structure	 upun TELLANDE PERLUNDELBETTS COLT THE ETRILLITIBE: "Treat 1-2 every 12 months: 190% of all edits traditional programat and reported to it willing to BRITESPAN and Engineer doubter. "Vien 1-10 every 12 months: 190% of all edits traditional programs of the traditional bound and debugsas, doubt all disher locations programs of the color tradition. "Vien 1-10 every 24 months: 25% of all colors traditions programs of tradition. 	Years 1 - 2 e sinustare. Years 3 - 10 e sinviar cable le	ASTM D-4851 ASTM D-4851 ASTM D-4851 ASTM D-4851 ASTM D-4851	WARP 0.88 / WEFT 0.83; H=
ATION SHALL BE 4 INCHES. LOADS, PROPER MAINIM MALLS SHALL BE PROVIDED	OF CONCRETE FOUND OF CONCRETE FOUND TYPE FOR BRITESPAN ISDEWALLS AND END KGINEERING, FLLC.	TO EDGE (SIZE AND CONCRETE AND CONCRETE	MARIANA DER ERRANGE AN DIS CHAMPEN, AN DIROZIONE MERCAS EI SERVINICIA SERVINICIA MENTAL CARRINGO. MARIANA DER ERRANGE AN ANAPOR SANT CERTISME TO EXCED E COMMERTE FOUNDATION SALLI. BE 4 POPIER. MAPTIOR DESIGNATE SE FORMATIONE SORBERS. SOLUNDATION ESSENS MALLI DETERMINE MALIOSE EN TOSSE AND THE FOR BOTTESMA LONG, FRANÇEN BANIMAN BECH ESSENALE FOR MARIOSE ET DESIGN EO CONSTRUET ESTEMAS AND ENGINANTES SALLI BE PROMISE FOR BETTE MARIANA CONTRA PROMISE SALLI BE PROMISE FOR BETTE MARIANA CONTRA PRE FOUNDATION ESSAN IS NOT EN SETMINON DISCRETANO, FILL.	RUNDATION FOR THE AND	Dascrision ASTM D-1777 ASTM D-6034	Properties Woven clear HDPE scrim 4 mil (85 g/m²/side) 12 oz/ yrd² (407 g/m²) +/-5% 23 mil (0.59 mm) WARP 370 lb 1684 N WEET 145 lb 1532 N
S WHICH ARE IMPROPERLY TRUSSES, ALL WELDS ARE M AN INDEPENDENT THIRD TRATE ANS THE ANS TRATE ANS THE ANS	INSIBLE FOR MATERIAL MANUFACTURER OF JUR AWS CERTIFICATO MCILLITIES. THIS CERTIF	ELD RESPO DIVISION 2 FPART OF G	THE BRITISHAN MULLING SYSTEMS, INC., WILL NOT BE HELD RESPONSING FOR MITERAL ANCHARES MERCHESSE MERCHES MERCHE	NOTE BRITES PROTECTED BRITESPAN E COMPLETED PARTY TEST D1.1 AND D1.	CATIONS	SS THE POLLOWING MINIMUM SPECIFICATIONS
CRETE WITH Ø12" THEN AGE SOOULORATION IF THEY AGE MEMATED, PROMIDED CARE OUTDOORS, THEY SHOULD AL INCHES OF CLEMANICE	D ANCHORED TO CON CORROSSON AND DI MPONENTS MAY BE TO 8 ARE TO BE STORED 1. IN ADDITION, SEVER ALLOW VEHTILATION.	O BE FIELD SUBJECT TO STEEL COM INTERESS: DRAINAGE ROLIND TO A	WICK LOOK, WADOW AND FRANDO PERMIC POSTS TO BE FIELD ANCIDINED TO CONCRETE WITH BIZ: "ALL WICKLOOK, WADOW AND FRANDO PERMIC POSTS OF BELLEVIEW AND FRANCISCO	WALK DOOR, MAID KWIKGOLTS OR SIN MATERIAL STORAGE GALVANIZED, ALUMI MURROPERLY STORE IS TAKEN TO KEEP T BE PLACED AT AN A MUST BE PROVIDED	OF THE STRUCTUREAL SYSTEM REMOVE ON A TERMINAL WITHOUT PROCE UNITED PROCEDURES/NET OR AND WARRANT FROM THE OF THE THE ALL BILL DIAL ACCESSORES (MOTTHS), THAC, DEPRINCING ETG. OF THE THE SEAS, APPLIED BOTH THE WILL THE SEASON FROM PROCEDURE OF THE THE SEAS, APPLIED BOTH THE WILL THE OF THE SEASON FROM THE SEAT THAN IT.	OF THE STRUCTURAL SYSTEM; RE UST BE PATCHED IMMEDIATELY TO AM O, THERESORE ALL BULL TOMA JOCESS OF THE TRUSS, AMPTHING ADOVE T UNC, SEVERE DAMAGE: TO THE BRILLI I.
FIELD DRALLED, DOOR OR	FRAMED OPENINGS -	JNS FOR F	BEANIONNOTES HOLES REQUIRED IN HAS COLUMNS, HEALERS OR PURINS FOR FRANKEJ OPERACS - FELD DIALED, DOOR OR WINDEW POST CONNECTIONS TO BE BY ERECTOR,	ELEVATION NOTES HOLES REQUIRED VANDOW POST CO		8 2 7/8" PURUNS.
SS AND ANGLES TO TRUSS SYSTEMS AND SHOULD BE MOVAL OR ALTERATION OF S PROMBITED.	ROD BRACING TO TRU TRUSS STRUCTURAL MOWALL PAVIELS, REI DING SYSTEMS, INC., IN	CABLE OR I	ONOR PLANINGES. MESS AND MICES INC. MESS AND M	ROOF PLAN IN UNLESS NOT FOR ALL CON CABLE / ROO PROPERLY II ANY BRACING	IACORDANCE ASTMAIZ3 / AI ZMAI7.	DI-DIP GALVANIZED INSIDE AVO OUT IN ACCORDANCE ASTM A121 /A1214-17. NZED. STRENGTH PER ASTM /A15-40 (2014)
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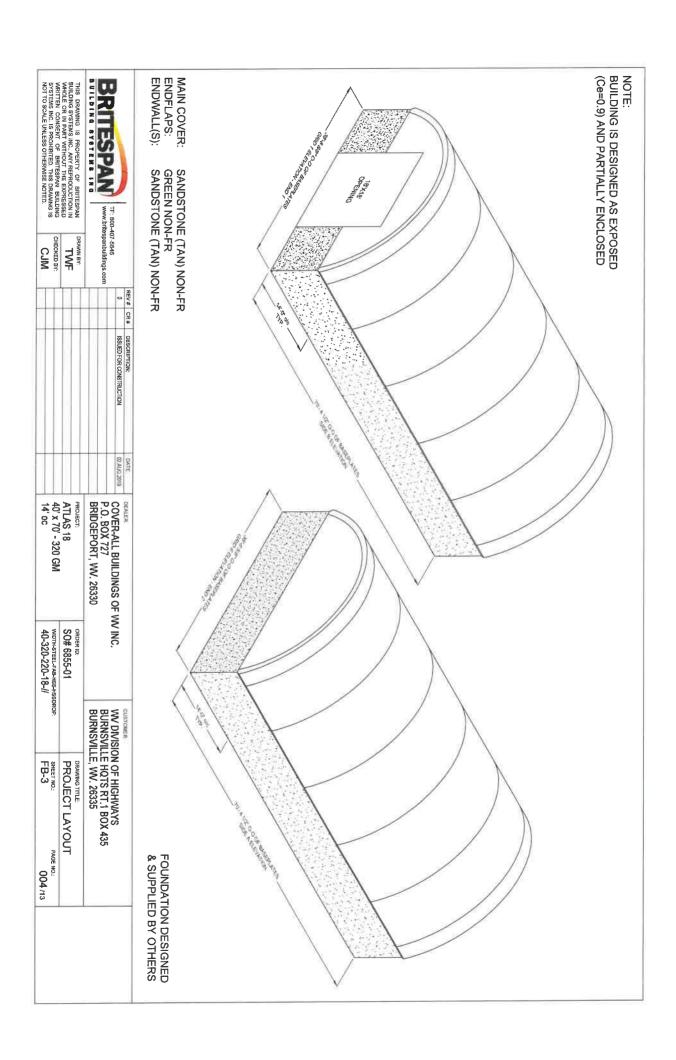
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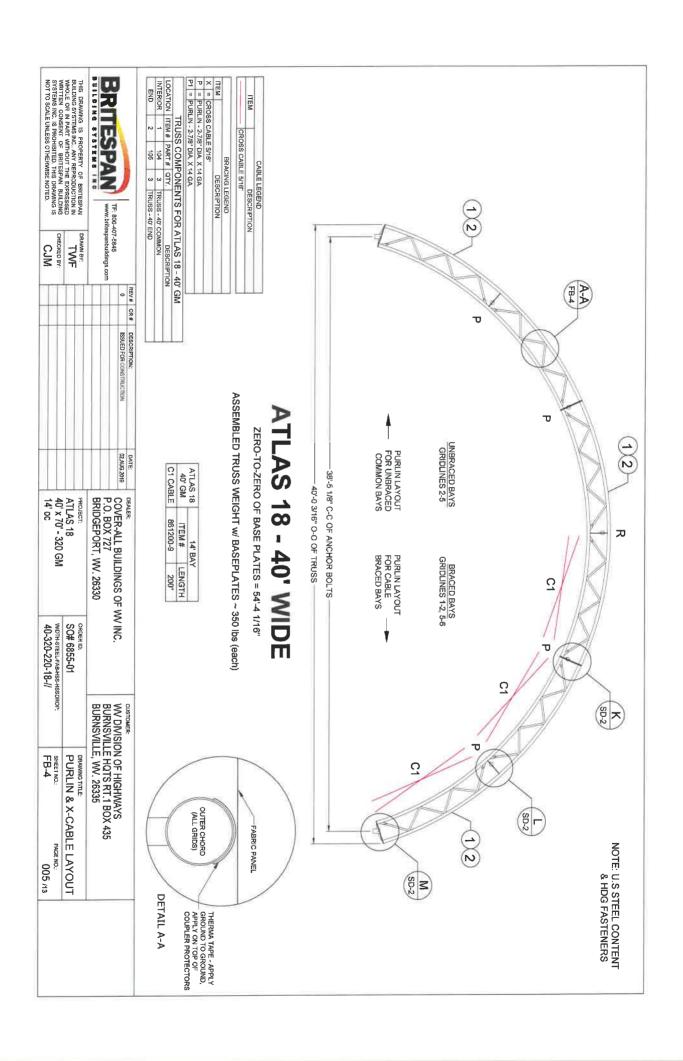
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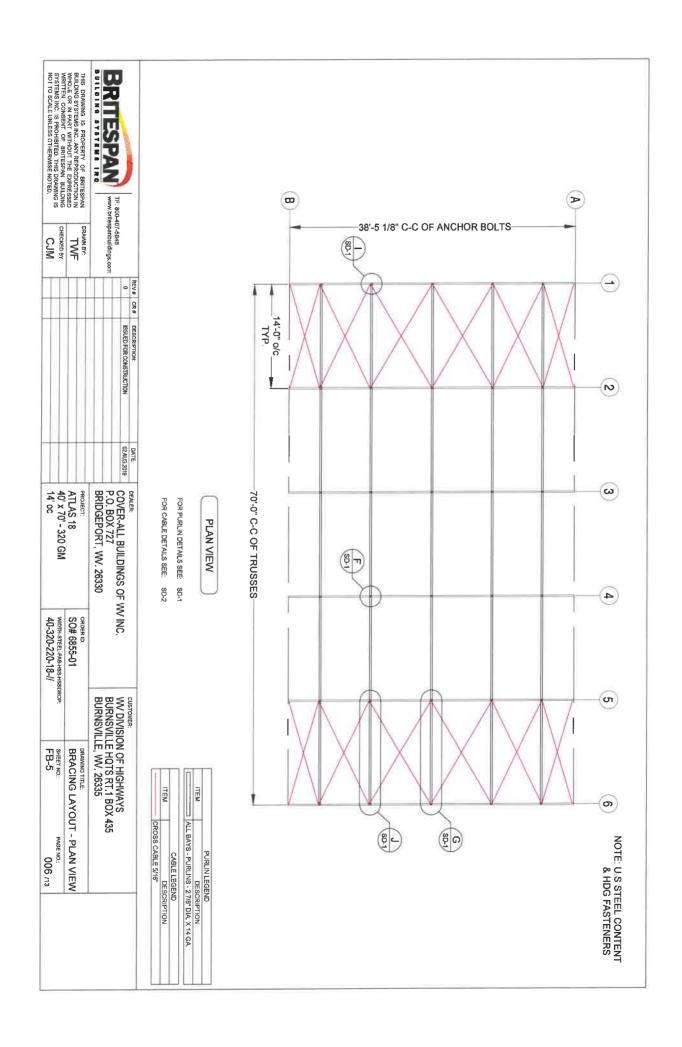
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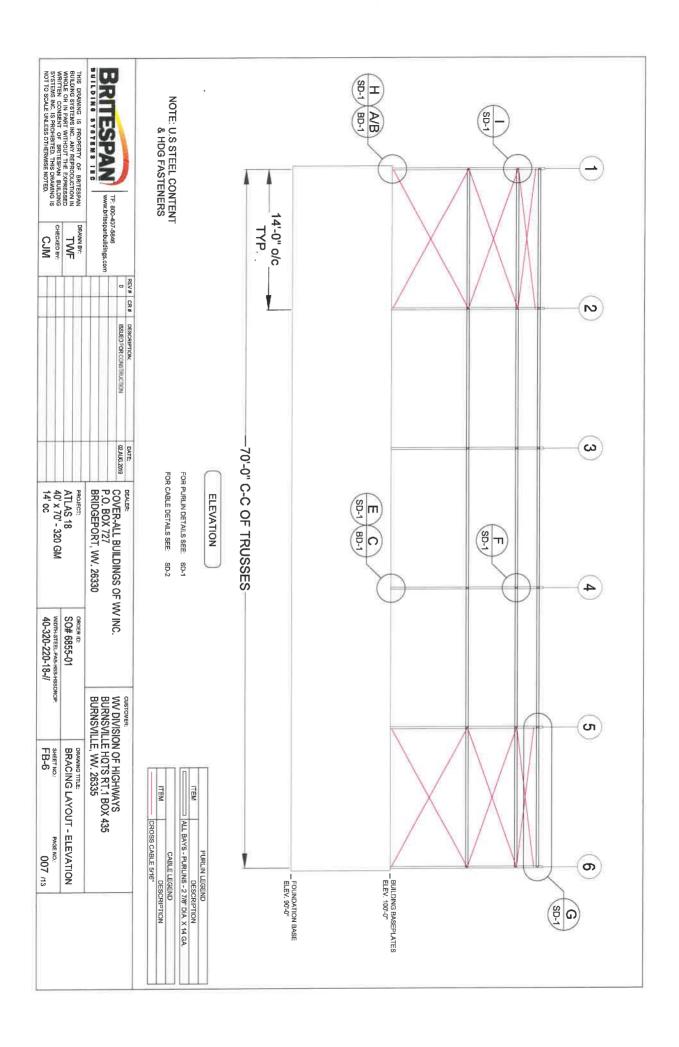


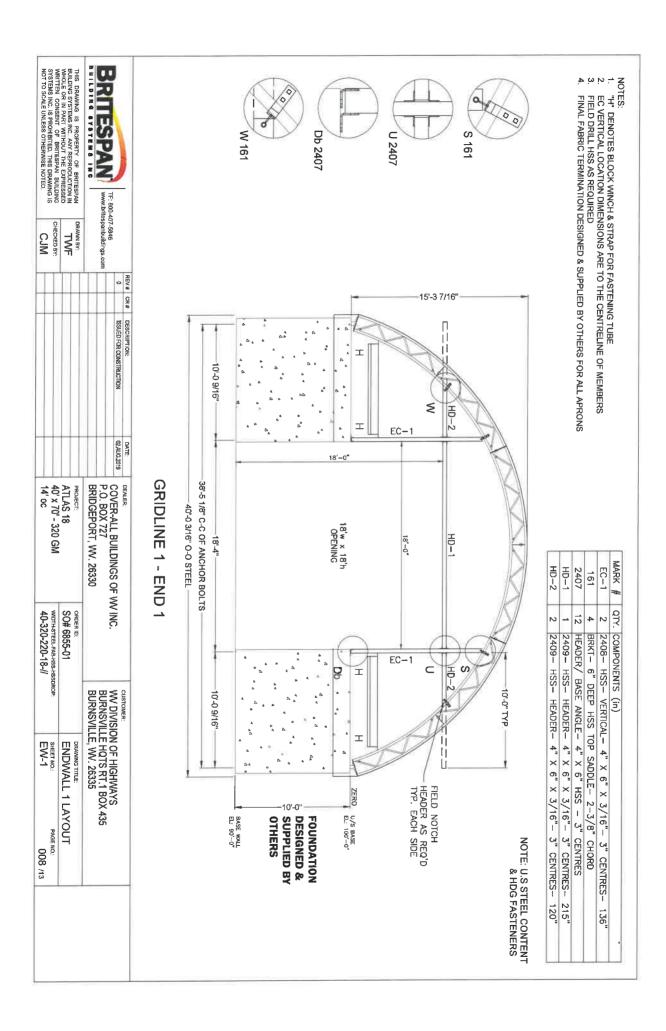


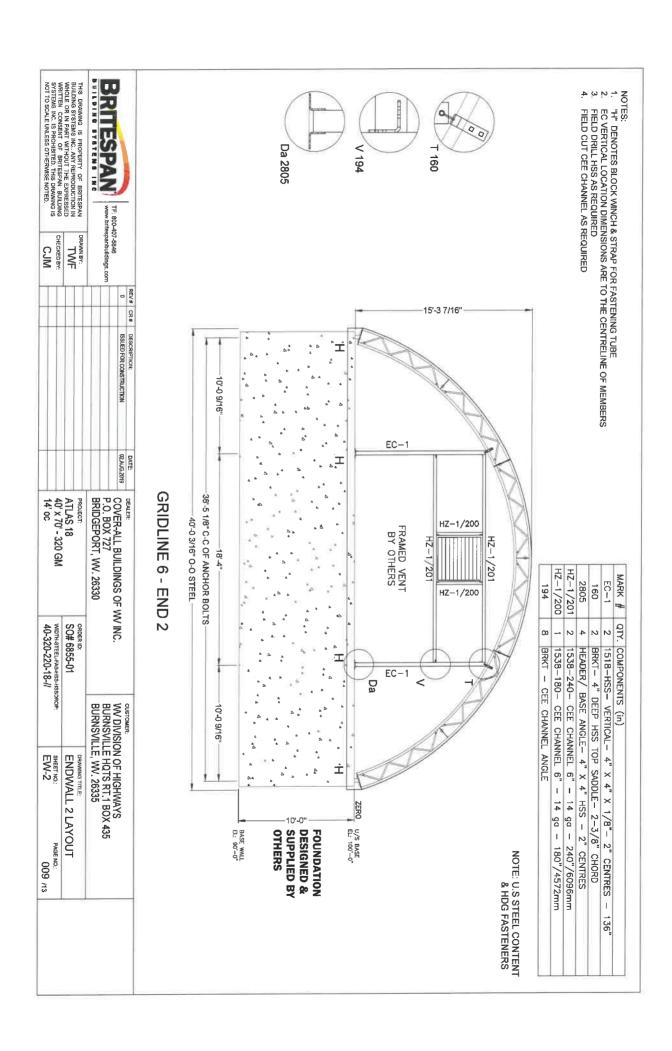


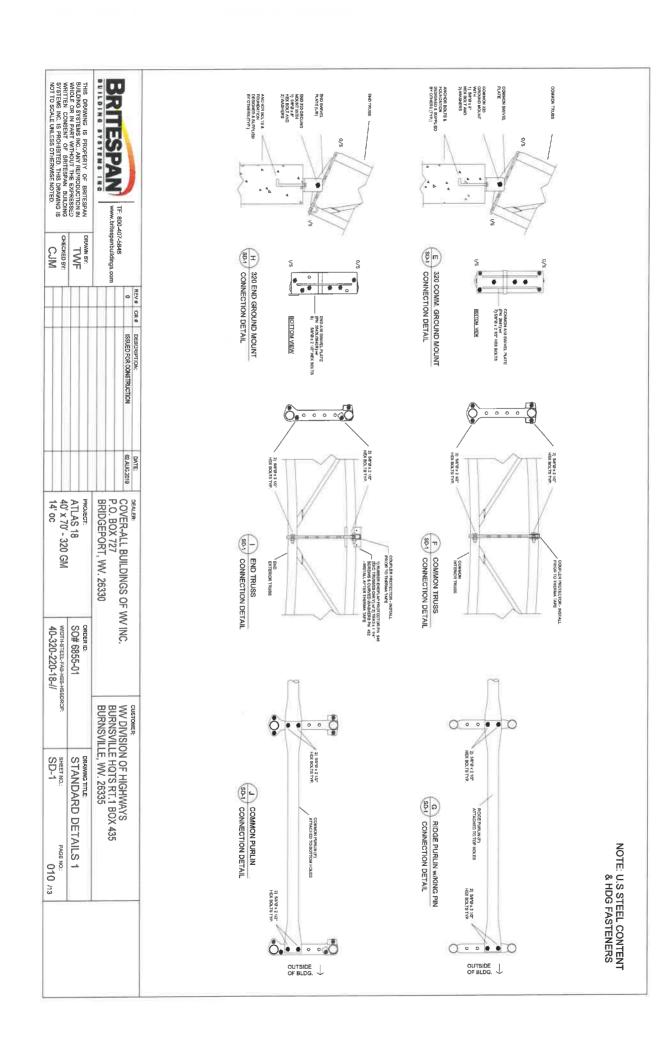


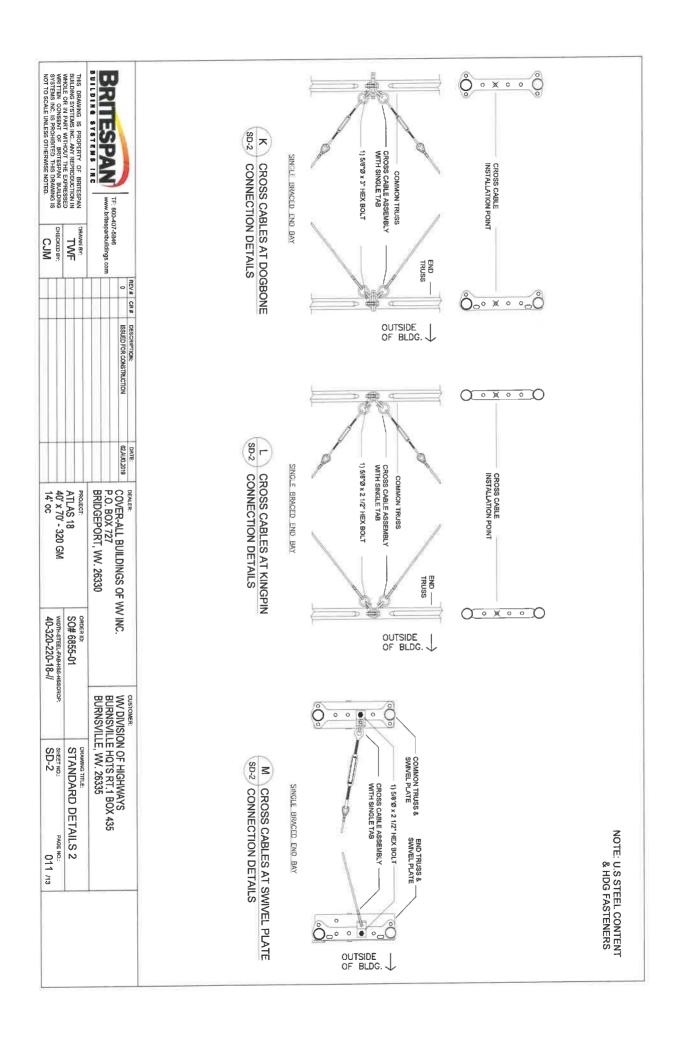


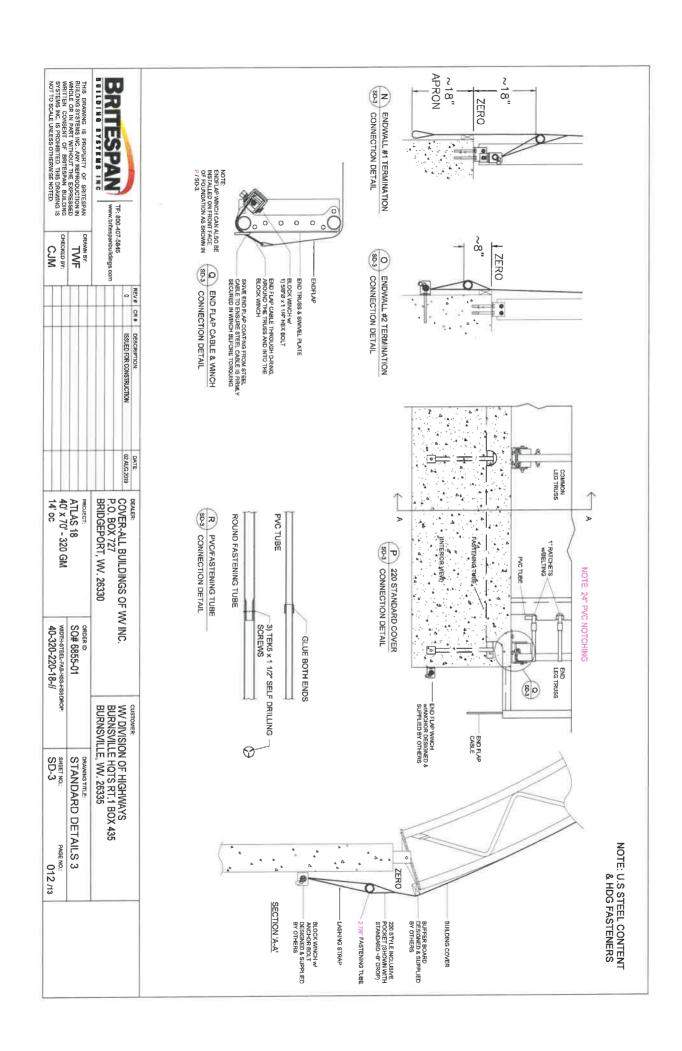


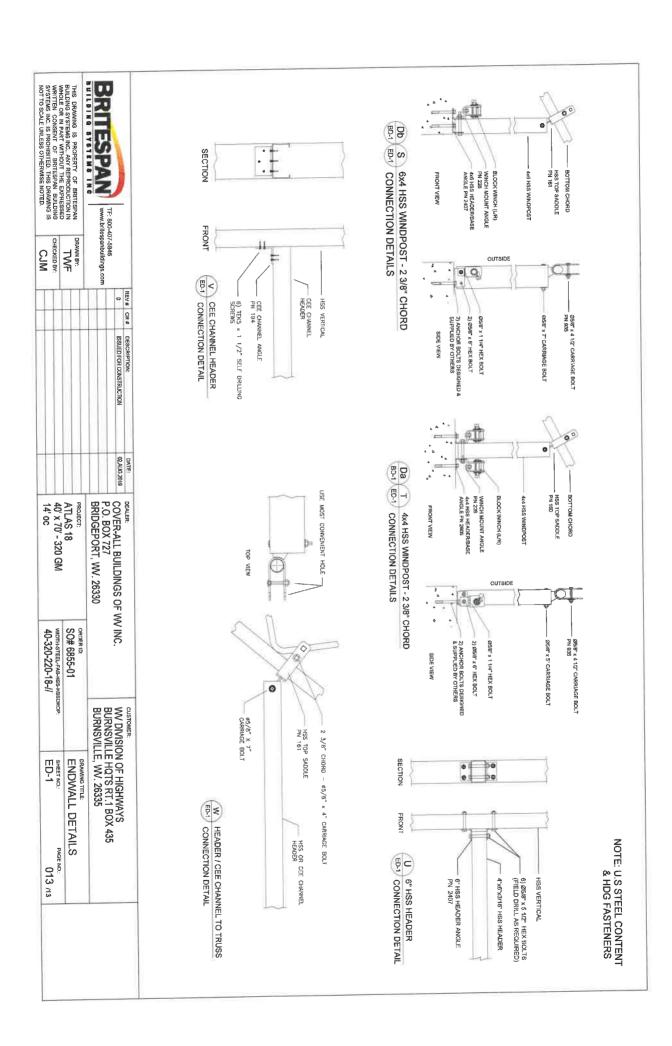












Certificate of Registration

This is to certify that CWB Registration has certified:



Plants: 688 Josephine Street North, RR1, Wingham, ON N0G 2W0 75 North Street West, Wingham, ON N0G 2W0 / 6 Kerr Crescent, Puslinch, ON N0B 1J0

Design Office: 688 Josephine Street North, RR1, Wingham, ON N0G 2W0

to the Certification Standard:

CSA A660-10

"Certification of Manufacturers of Steel Building Systems'

September 24, 2010 Initial Registration

January 15, 2021 Date of Issue

September 24, 2021 Date of Expiry

Certificate Number

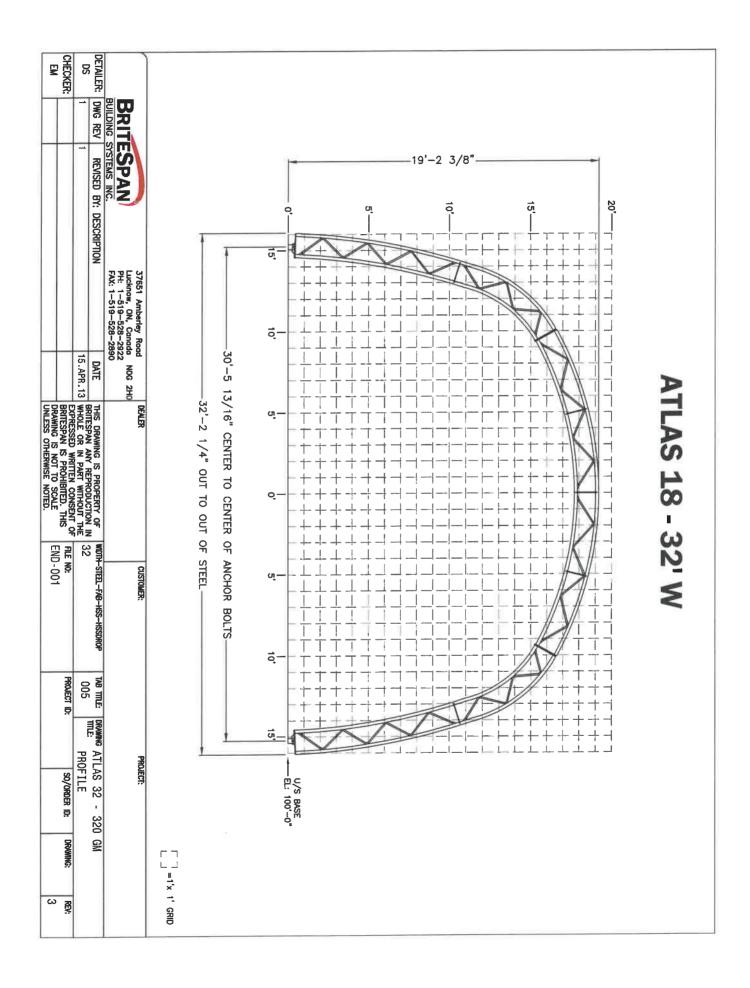
Scope: Design and manufacture steel building systems



cwbregistration



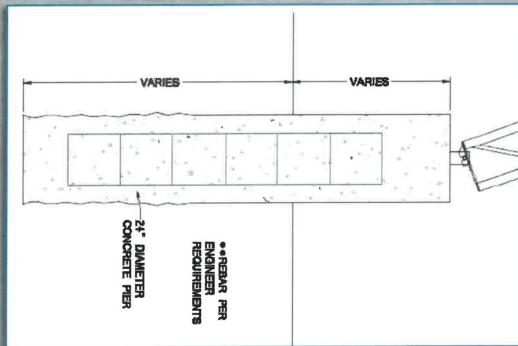
CWB Registration, 8260 Park Hill Drive, Milton, Ontario, Canada, L9T 5V7, Tel: 1-800-844-6790 / (905)-542-1312, Fax: (905) 542-1318, Web: www.cwbgroup.org Terms and Conditions governing registration and the use of this certificate are defined in the contract between CWB Registration and the Holder Contact the certificate holder for further information related to the scope and boundaries of the registration.



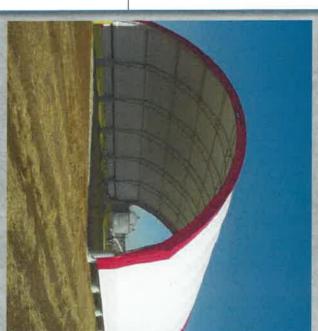
Britespan Building Systems Inc.

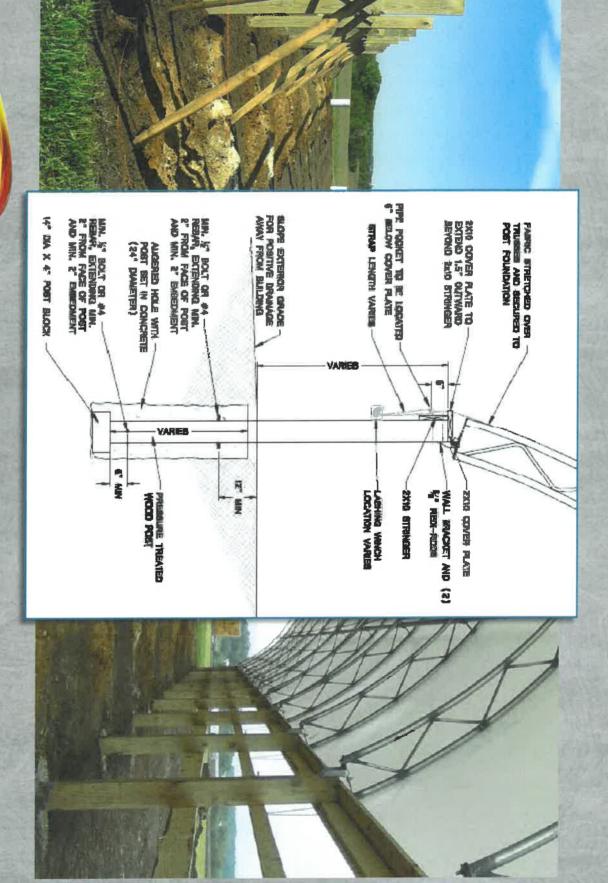






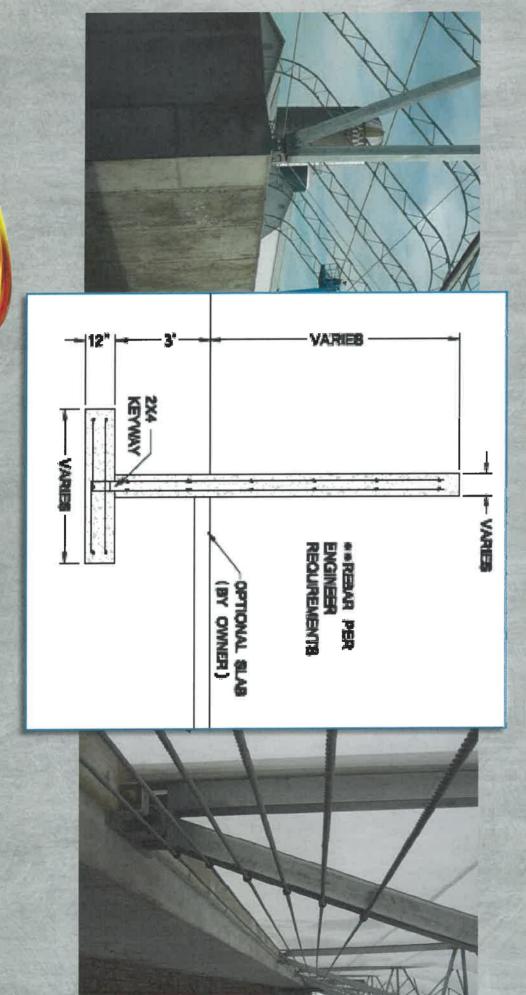
CONCRETE PIERS



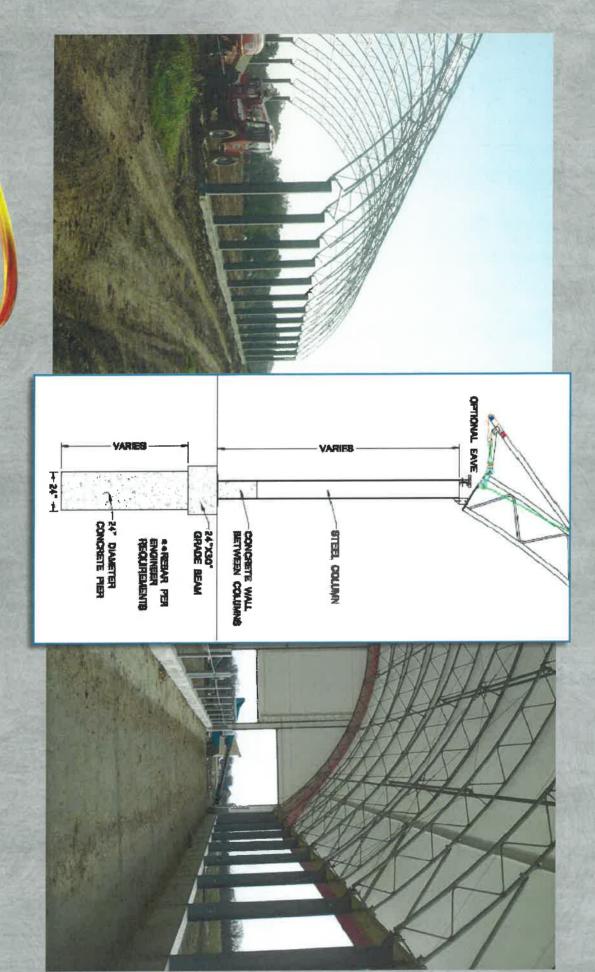


POST MOUNT

POURED WALL

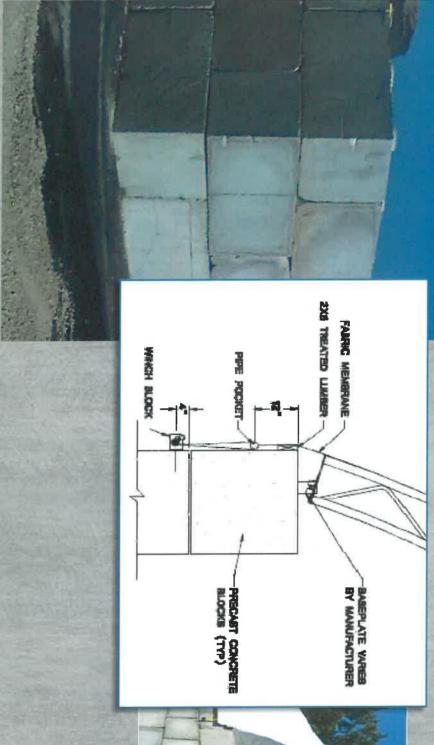


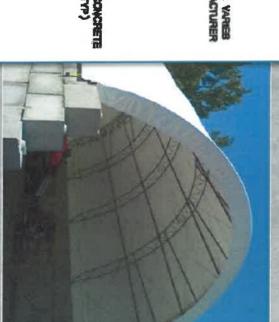
BRITESPAN SYSTEMS INC



STEEL I-BEAMS

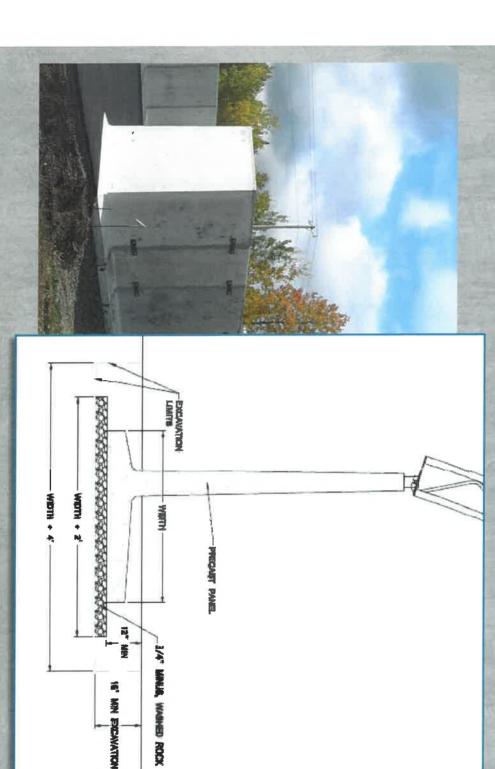
MEGA BLOCKS





BRITESPAN INC

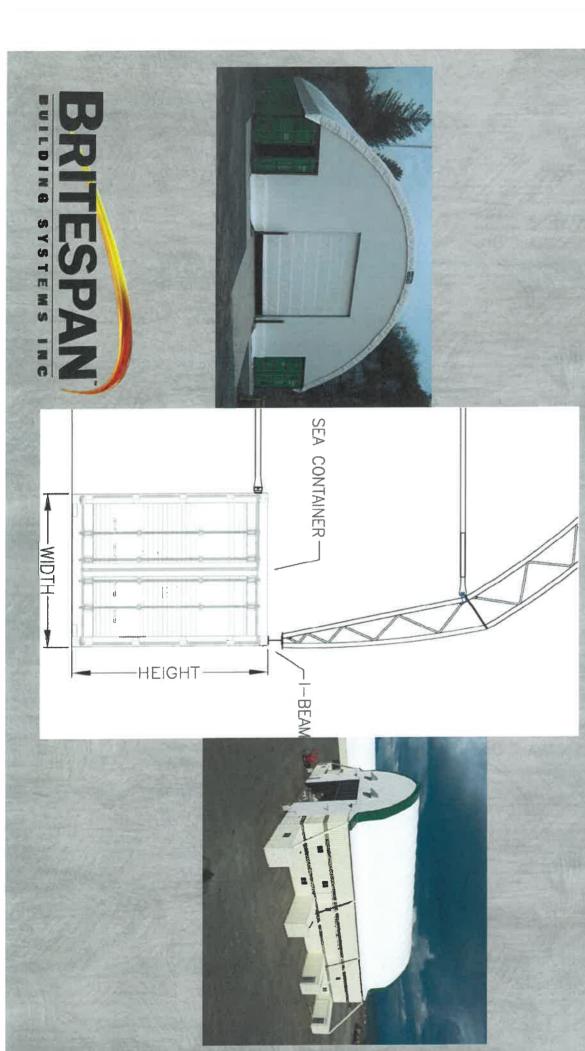
ENGINEERED T-PANEL



BRITESPAN SYSTEMS INC



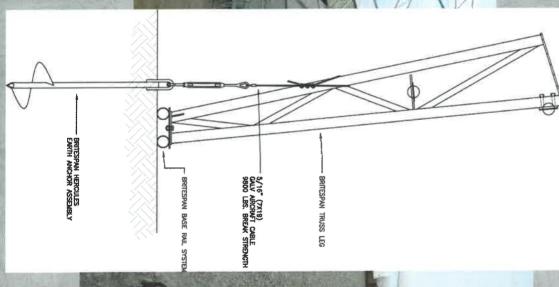
SHIPPING CONTAINERS



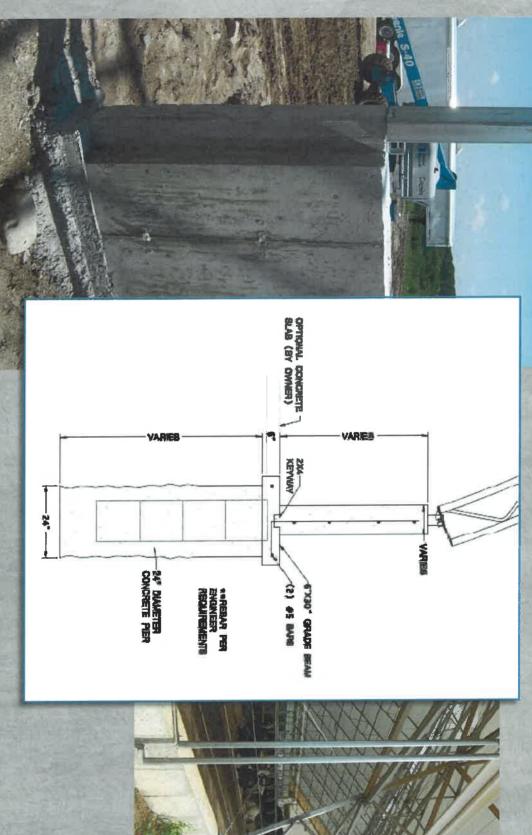
BASE RAIL SYSTEM



BRITESPAN

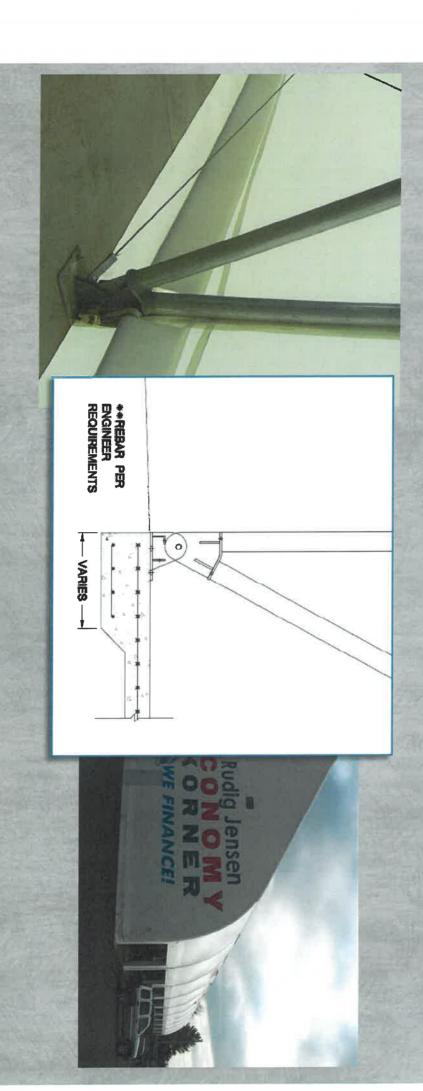






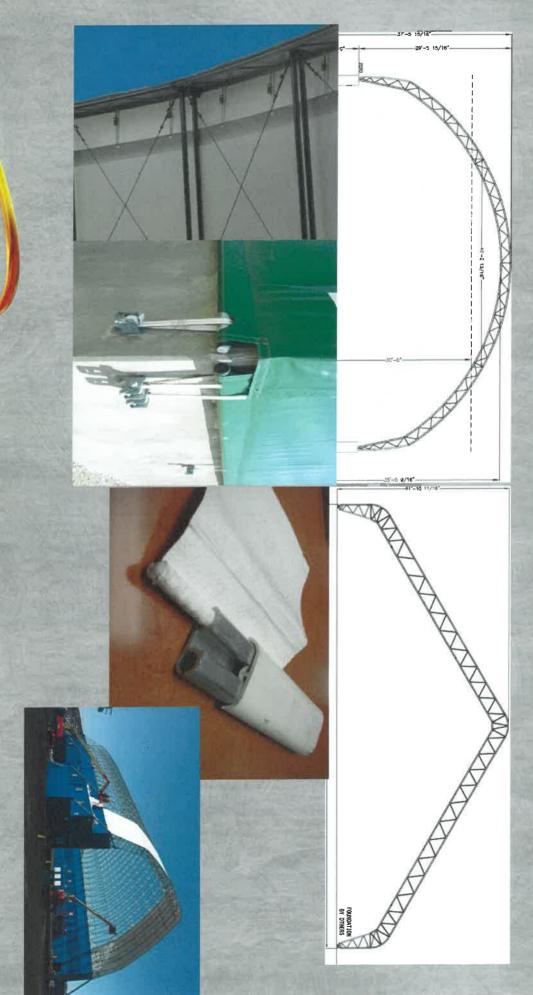
PIER/GRADE BEAM

FLOATING SLAB





COVER TYPES





INSURABILITY

DON'T LET A COMPANY SELL YOU A BUILDING THAT DOES NOT COMPLY WITH THE BUILDING CODE JUST BECAUSE YOUR SITUATION DOES NOT MANDATE IT. MANY INSURANCE COMPANIES WILL SELL YOU A POLICY AND COLLECT YOUR PREMIUMS. THEN, WHEN THERE IS A CLAIM, THEY WILL REFUSE TO PAY IT IF THE BUILDING DOES NOT COMPLY WITH THE BUILDING CODE.

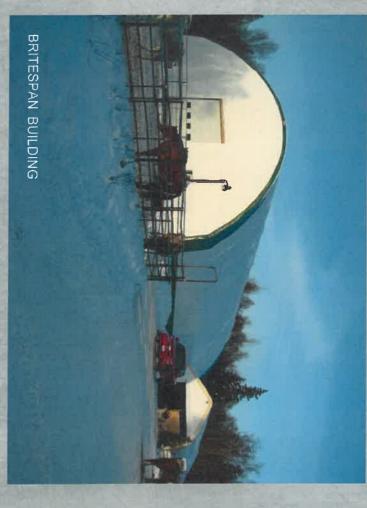
LIABILITY

YOU HAVE WORKED HARD FOR EVERYTHING
YOU HAVE. WHY LOSE IT IF SOMETHING
CATOSTROPHIC HAPPENS AND SOMEBODY IS
INJURED OR KILLED. WOULD THAT BE WORTH
THE FEW DOLLARS YOU MAY HAVE SAVED UP
FRONT? JUST BECAUSE YOU DO NOT NEED TO
BUY AN ENGINEERED BUILDING, SHOULD YOU?





DESIGNED OR ENGINEERED?





WHICH WOULD YOU PREFER?

ENGINEERED FOR THE SITE

DESIGNED FOR THE SITE

9R



SERVICE





WHICH WOULD YOU PREFER?

EXPERIENCED DEALER NETWORK OR COMPETITION'S CALL CENTER



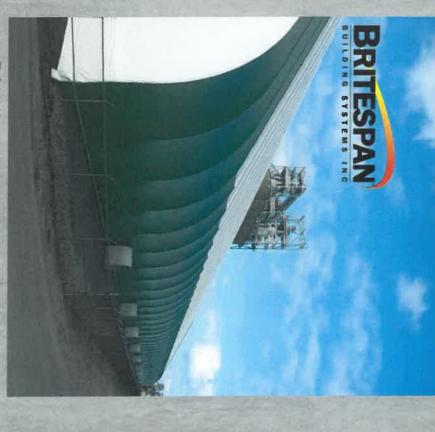
GALVANIZING



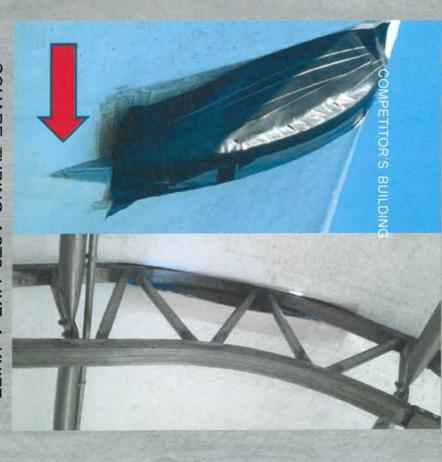
BRITESPAN

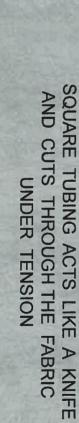


ROUND OR SQUARE TUBING?



ROUND TUBING INCREASES THE LIFE OF THE FABRIC AS THE EDGES ARE BLUNT WHERE THE FABRIC RIDES







CHORD PLASTIFICATION



TRUSSES WITH SQUARE CHORDS OR
TUBINGING THAT IS TOO THIN IS
SUSEPTABLE TO CHORD PLASTIFICATION



THIS IS WHEN THE WEBBING PUNCHES
THROUGH THE CHORD CAUSING CATOSTROPHIC
FAILURE.

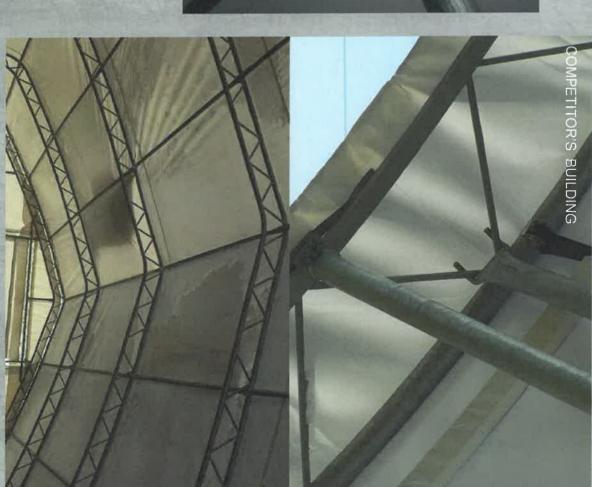


PURLIN ATTACHMENT



DOUBLE BOLTED TO AN ENGINEERED STRUCTURAL MEMBER

BRITESPAN



PURLIN SIZE AND CONSTRUCTION



1 PIECE CONSTRUCTION FOR MAXIMUM STRENGTH



UNIVERSAL 1 SIZE FITS ALL CONSTRUCTION 3 TEK SCREWS OF STRENGTH



CABLES



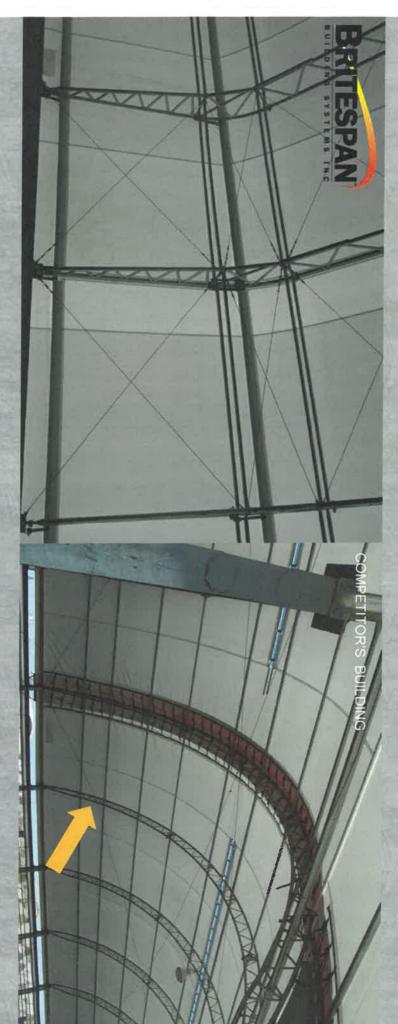
BOLTED AND PINNED TO AN ENGINEERED STRUCTURAL TRUSS MEMBER



CABLES WRAPPED AROUND SADDLE BRACKETED PURLINS



CABLES



WE USE CABLES THAT TERMINATE AT EVERY BAY WHICH ELIMINATES THE WEAR POINTS OF THE CABLES RUBBING THROUGH THE GALVANIZING ON THE TRUSS

CONTINUOUS CABLES RUNNING THROUGH TRUSS WEBS WITH NO ATTACHMENT TO ANYTHING ASIDE FROM THE FOUNDATION

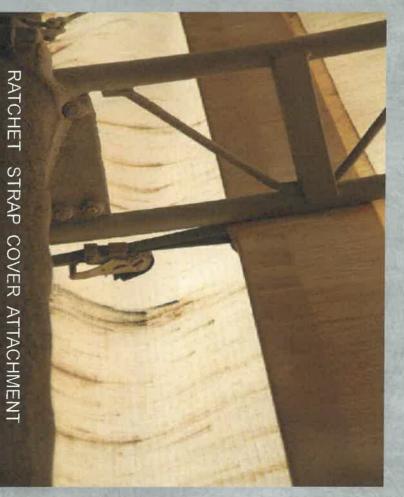


WINCH or RATCHET



10,000 Ib WINCH BLOCKS FOR ALL COVER ATTACHMENT





BRITESPAN SYSTEMS INC





BRITESPAN USES LARGE AND/OR OVAL TENSION PIPE TO MAINTAIN PROPER TENSION OF THE COVER

SOME OF OUR COMPETITION USES 1-1/4"
TENSION PIPE WHICH CAN RESULT IN
PREMATURE FABRIC FAILURE

TENSION PIPE SIZE



TRUSS DEPTH



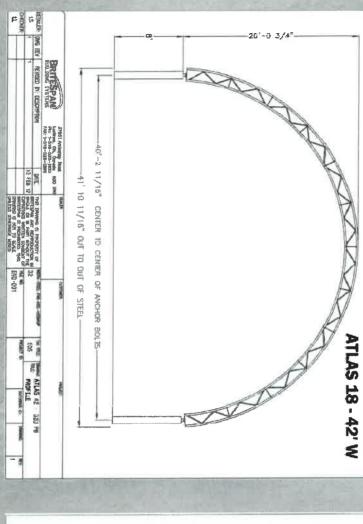
BRITESPAN'S TRUSSES START AT 18" DEEP



COMPETITOR'S TRUSSES ARE OFTEN 12"
DEEP OR LESS AT THE SAME SPAN



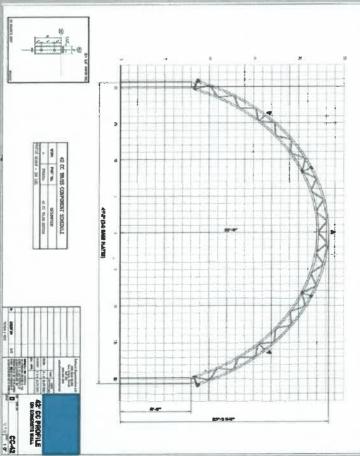
TRUSS WEIGHT



BRITESPAN'S ATLAS 18-42' TRUSS
WEIGHS 560 POUNDS

BRITESPAN

WILDING SYSTEMS INC



A COMPETITORS 42' TRUSS
WEIGHS 361 POUNDS

BRITESPAN TRUSS CLEARANCE 17 - 2" BRITESPAN 22"-0" CALHOUN SUPERSTRUCTURE 42" 18'-6 3/4" BRITESPAN ATLAS 18- 42'

FABRIC CONTRUCTION



EVERY BRITESPAN COVER IS HEAT WELDED FOR UNMATCHED DURABILITY



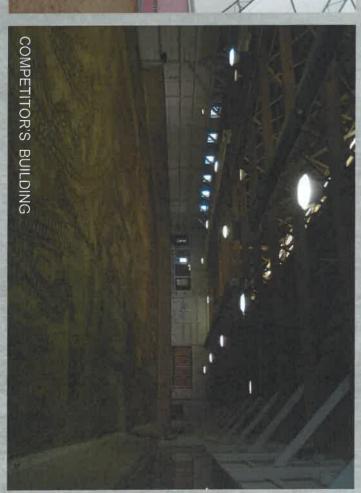
SOME COMPANIES STITCH THEIR COVERS
TOGETHER WHICH PERFORATES THE
FABRIC LEAVING IT SUSEPTABLE TO
TEARING



NATURAL LIGHT



BRITESPAN BUILDING ON AN OVERCAST DAY WITH LIGHTS TURNED OFF



POLE BARN WITH SKYLIGHT AND WINDOWS ON A SUNNY DAY WITH LIGHTS ON



CUSTOMIZATION

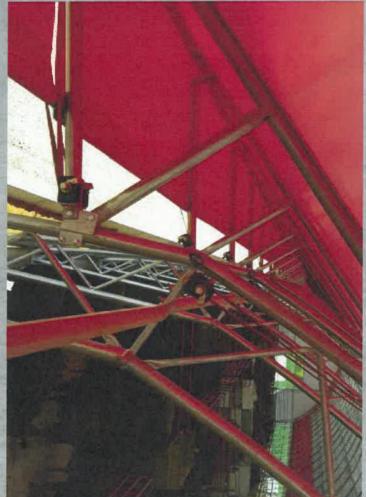






BRITESPAN SYSTEMS INC





RIDGE VENTS



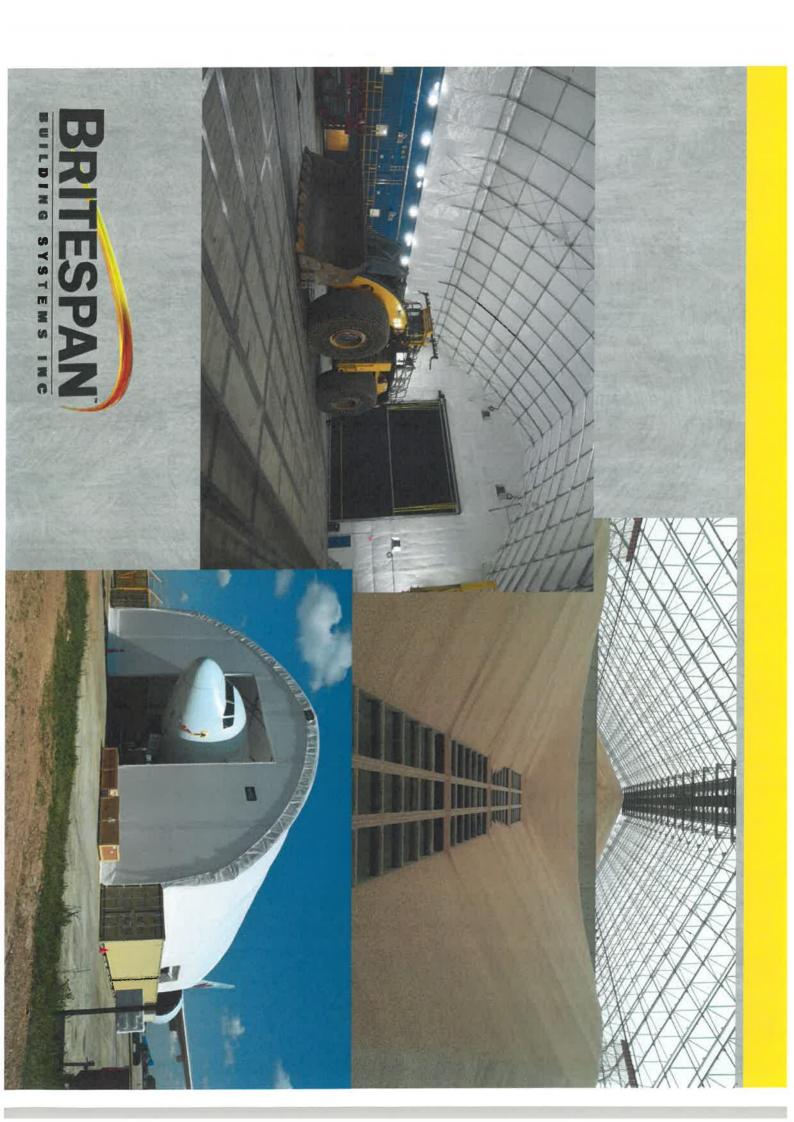


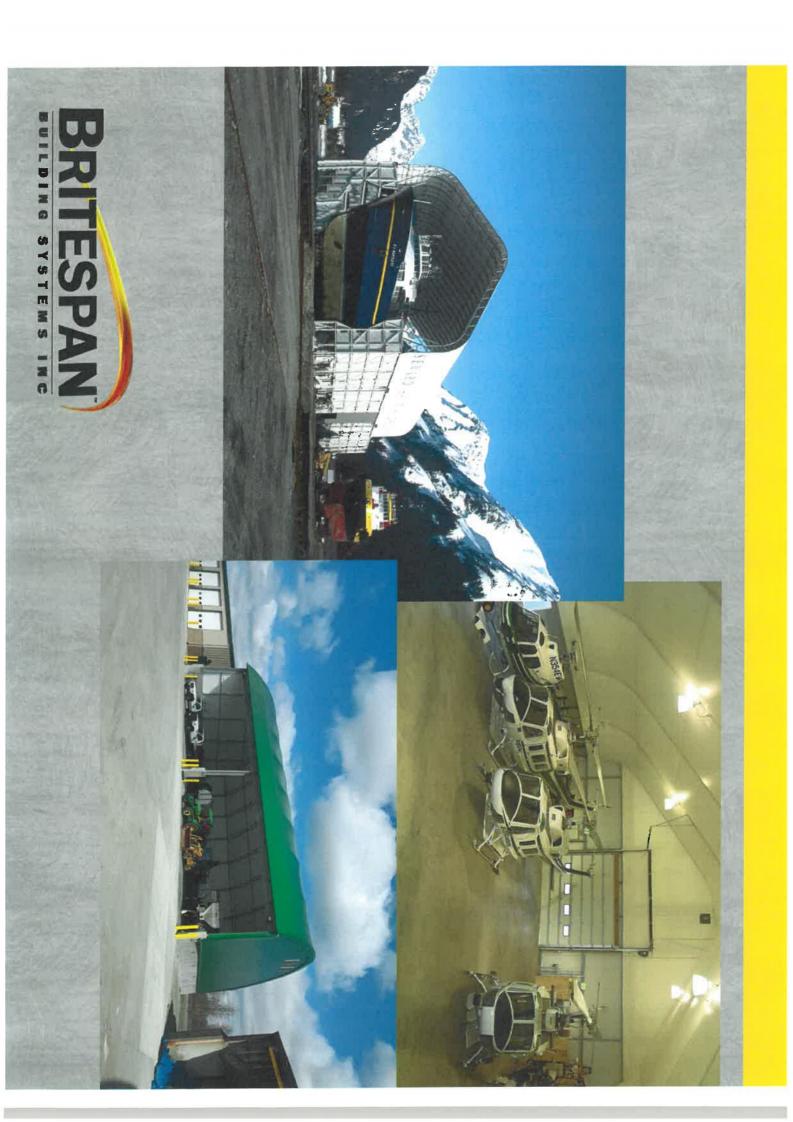
CURTAINS



BRITESPAN







BRITESPAN

6



BRITESPAN .





