



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

Header 1

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 965369

Procurement Type: Central Purchase Order

Vendor ID: VS0000037778

Legal Name: SQP CONSTRUCTION GROUP INC

Alias/DBA:

Total Bid: \$3,760,299.00

Response Date: 02/08/2022

Response Time: 13:19

Responded By User ID: scunningham81

First Name: Scott

Last Name: Cunningham

Email: scunningham@sqpgc.co

Phone: 304-532-3659

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2200000023

Published Date: 2/3/22

Close Date: 2/8/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 4 WV State Capitol North Stair Repair Project

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 965369
Solicitation Description: Addendum No. 4 WV State Capitol North Stair Repair Project
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-02-08 13:30	SR 0211 ESR02082200000004700	1

VENDOR
VS0000037778
SQP CONSTRUCTION GROUP INC

Solicitation Number: CRFQ 0211 GSD2200000023
Total Bid: 3760299
Response Date: 2022-02-08
Response Time: 13:19:07
Comments:

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Bid				3606799.00

Comm Code	Manufacturer	Specification	Model #
72151900			

Commodity Line Comments:

Extended Description:

Base Bid

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Unit Price 1:Temporary Weather Enclosure	1.00000	MO	124500.000000	124500.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Unit Price 2: Overhead Protection	1.00000	MO	16000.000000	16000.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Unit Price 3:Construction Fence & Barriers	1.00000	MO	13000.000000	13000.00

Comm Code	Manufacturer	Specification	Model #
72153402			

Commodity Line Comments:

Extended Description:

Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.03.A

REQUEST FOR QUOTATION
WV State Capitol North Stair Repair Project, Phase 1
CRFQ GSD2200000023

EXHIBIT A – PRICING PAGE

Name of Bidder: **SQP Construction Group, Inc.**

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

Commodity Line 1 - Base Bid (all inclusive lump sum bid for all Contract Services):

\$ 3,606,799.00 (A)

Three Million Six Hundred Six Thousand Seven Hundred Ninety Nine Dollars

(Show amount in both words and numbers)

Commodity Line 2 – Unit Price (Temporary Weather Enclosure):

Price per month for retaining Temporary Weather Enclosure after Final Completion, see Project Manual Section 01 20 00, Item 2.04.A.

\$ 124,500.00 (B)

One Hundred Twenty Four Thousand Five Hundred Dollars

(Show amount in both words and numbers)

Commodity Line 3 – Unit Price (Overhead Protection):

Price per month for retaining Overhead Protection after Final Completion, see Project Manual Section 01 20 00, Item 2.04.B.

\$ 16,000.00 (C)

Sixteen Thousand Dollars

(Show amount in both words and numbers)

Commodity Line 4 – Unit Price (Construction Fence & Barriers):

Price per month for retaining Construction Fence & Barriers after Final Completion, see Project Manual Section 01 20 00, Item 2.04.C

\$ 13,000.00 (D)

Thirteen Thousand Dollars

(Show amount in both words and numbers)

Total Bid Amount – (Sum of A+B+C+D)

\$ 3,760,299.00 (E)

Three Million Seven Hundred Sixty Thousand Two Hundred Ninety Nine Dollars

(Show amount in both words and numbers)

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
WV State Capitol North Repair Project

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 20th day of January, 2022.

Principal Seal

SQP Construction Group, Inc.

(Name of Principal)

By 

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

President
(Title)

Surety Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

By: 

Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Douglas P. Taylor, Andrew K. Teeter, Kimberly L. Miles, and Tammy S. Selbe of USI Insurance Services, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

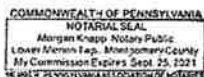
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021


I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of January, 20 22.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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



(Name, Title)
Donald O. Gatewood, President

(Printed Name and Title)
281 Smiley Drive, St. Albans, WV 25177

(Address)
304-440-9200


(Phone Number) / (Fax Number)
dgatewood@sppgc.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

SQP Construction Group, Inc.

(Company)


(Authorized Signature) (Representative Name, Title)

Donald O. Gatewood, President

(Printed Name and Title of Authorized Representative)

January 20, 2022

(Date)
304-440-9200

(Phone Number) (Fax Number)

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14. 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:

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

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

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

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

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

15. MISCELLANEOUS:

15.1. 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: Donald O. Gatewood

Telephone Number: 304-440-9200

Fax Number: N/A

Email Address: dgatewood@sqpgc.com

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: Aaron Armstrong
Telephone Number: (304) 352-5534
Fax Number: (304) 558-1475
Email Address: Aaron.M.Armstrong@wv.gov

16. Initial Decision Maker: WDP & Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Donald O. Gatewood, President

Authorized Signature: [Signature]

Date: January 20, 2022

State of West Virginia

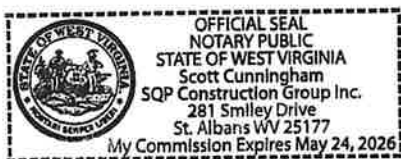
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 20 day of January, 2022.

My Commission expires May 24, 2026.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 01/19/2018)




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

I, Donald O. Gatewood, after being first duly sworn, depose and state as follows:

1. I am an employee of SQP Construction Group, Inc.; and,
(Company Name)
2. I do hereby attest that SQP Construction Group, Inc.
(Company Name)

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

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

Printed Name: Donald O. Gatewood
Signature: 
Title: President
Company Name: SQP Construction Group, Inc.
Date: January 20, 2022

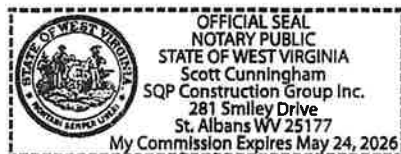
STATE OF WEST VIRGINIA,


COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 20th day of January, 2022.

By Commission expires May 24, 2026

(Seal)




(Notary Public)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0211 GSD2200000023

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☒ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

SQP Construction Group Inc.

Company

Authorized Signature

February 7, 2022

Date

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