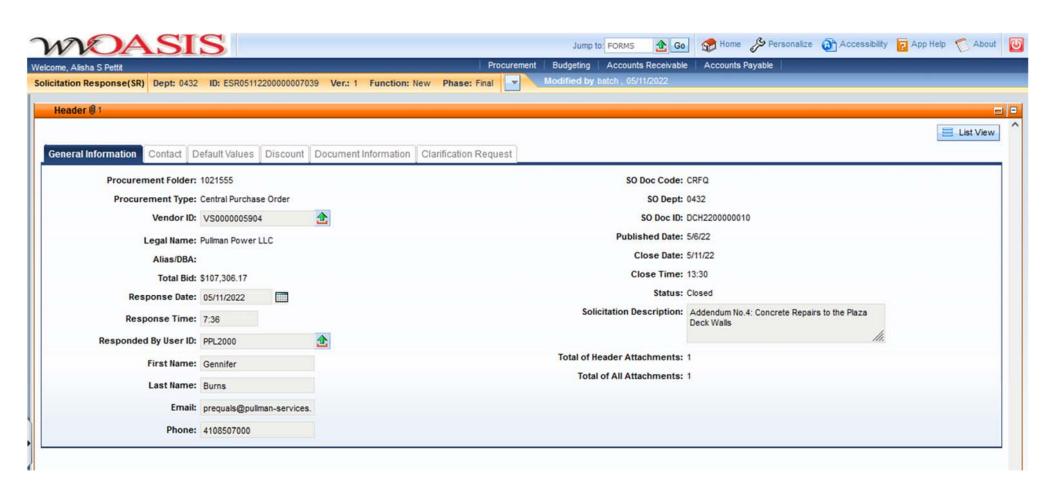
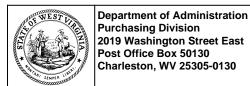


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





## State of West Virginia Solicitation Response

Proc Folder:

1021555

**Solicitation Description:** 

Addendum No.4: Concrete Repairs to the Plaza Deck Walls

Proc Type:

Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-05-11 13:30	SR 0432 ESR05112200000007039	1

**VENDOR** 

VS0000005904 Pullman Power LLC

Solicitation Number: CRFQ 0432 DCH2200000010

**Total Bid:** 107306.1699999999982537701725 **Response Date:** 2022-05-11 **Response Time:** 07:36:16

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 May 11, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1 CulCent: Concrete Repairs to the Plaza Deck				107306.17	
	walls.				

Comm Code	Manufacturer	Specification	Model #	
72152700				

**Commodity Line Comments:** Base bid does not include allowances or alternates.

#### **Extended Description:**

Exterior Wall Repairs - Vendors must include Exhibit A Pricing page with their bids. (Enter a lump sum CONTRACT AMOUNT here from base bid

off of pricing page)

\*\*\*\*\*A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.\*\*\*\*\*

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: May 11, 2022 Page: 2



**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:** 

1021555

Doc Description: Addendum No.4: Concrete Repairs to the Plaza Deck Walls

**Reason for Modification:** 

Addendum No 4 is issued to publish a clearer copy of revised

drawings

**Proc Type:** 

Central Purchase Order

**Date Issued** 

**Solicitation Closes** 

Solicitation No

Version

2022-05-06

2022-05-11 13:30

0432 CRFQ

DCH2200000010

5

#### **BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

#### **VENDOR**

Vendor Customer Code: VSOCOOOO5904

Vendor Name : PULLMAN POWER, LLC

Address: 140 S. CAMPUS DRIVE

Street:

City: IMPERIAL

State: PA

Country: USA

Zip: 15126

Principal Contact: MARK A. BOTT

Vendor Contact Phone: 412-505-0955

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

Signature X

FEIN# 52-2264809

DATE 5-10-22

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

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

#### **ADDITIONAL INFORMATION**

Addendum No. 4 is issued for the following reasons:

- 1) To publish a PDF file of the revised drawings in order to make the details more visible
- --no other changes--

\*\*\*\*\*A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.\*\*\*\*\*

INVOICE TO		SHIP TO	
DIVISION OF CULTURE	&	DIVISION OF CULTURE & HISTORY	
CULTURAL CENTER		CULTURAL CENTER	
1900 KANAWHA BLVD	E	1900 KANAWHA BLVD E	
CHARLESTON	WV	CHARLESTON WV	
lus		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CulCent: Concrete Repairs to the Plaza Deck walls.	i	LS		# 107, 306.17

Comm Code	Manufacturer	Specification	Model #	
72152700				

#### **Extended Description:**

Exterior Wall Repairs - Vendors must include Exhibit A Pricing page with their bids. (Enter a lump sum CONTRACT AMOUNT here from base bid off of pricing page)

\*\*\*\*\*A vendor submitting a bid bond electronically must include a copy of the bid bond with their submission and will be required to provide the original bond within two (2) business days of original bid opening date.\*\*\*\*\*

#### **SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory Meeting at 10:00 a.m	2022-04-12
2	Questions are due by 4:00 p.m.	2022-04-19

Date Printed: May 6, 2022 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 3
DCH2200000010		Addendum No.4: Concrete Repairs to the Plaza Deck Walls	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Pullman Power, LLC				
Check this project.	s box if no subcont	ractors will perfo	rm more than \$25,000.00 of work to compl	cte the
Subcontractor Nan	ne		License Number if Required by	
			W. Va. Code § 21-11-1 et. seq.	}
	III.			
	***************************************			

Attach additional pages if necessary

<b>DESIGNATED CONTACT:</b> 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) MARKA BOTT BRANCH DIRECTOR
(Printed Name and Title)  140 S. CAMPUS DRIVE, IMPERIAL PA 15126  (Address)  412-505-0955 / 412-505-0958
(Phone Number) / (Fax Number)  Mbott@pullman-Services.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.
Pullman Power LLC (Company)
(Authorized Signature) (Representative Name, Title)
MARY A BOTT BRANCH DIRECTOR_ (Printed Name and Title of Authorized Representative)
5-10-22 (Date)
412-505-0955 / 412-505-095B (Phone Number) (Fax Number)

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DCH22-10

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. 2 Addendum No. 3 Addendum No. 4 Addendum No. 4	dendum No. 6 dendum No. 7 dendum No. 8 dendum No. 9 dendum No. 10
I understand that failure to confirm the receipt of add I further understand that any verbal representation m discussion held between Vendor's representatives and the information issued in writing and added to the sp binding.	ade or assumed to be made during any oral and any state personnel is not binding. Only
Pullman Power, LLC Company Authorized Signature	
O5-10-22 Date  NOTE: This addendum acknowledgement should be	submitted with the hid to expedite

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

# REQUEST FOR QUOTATION The Culture Center Concrete and Rebar Repairs to the Plaza Deck Walls

- 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: MARK A. GOTT

Telephone Number: 412-505-0955

Fax Number: 412-505-0958

Email Address: Mootte Pullman-Services.com

#### REQUEST FOR QUOTATION

#### The Culture Center

#### Concrete and Rebar Repairs to the Plaza Deck Walls

#### EXHIBIT A - Pricing Page (Page 1 of 3)

1.	Drawin	of 84.3506 Square Feet of Exposed Rebar Repair per Project Manual and ags.  UNIT COST: \$ 581.00 Per Square Foot  EXTENDED COST: \$ 49,007.70 Total Square Footage of Project.
2.	Manua a.	of 248.0786 Square Feet of Spalled Concrete/Void Surface per Project and Drawings  UNIT COST: \$ 235.00 Per Square Foot  EXTENDED COST: \$ 58,298.47 Total Square Footage of Project.
		ive at the BASE BID: Add EXTENDED COST totals for Items 1. and 2. ter below:
3.	BASE	BID \$ 107,306.17
4.		OWANCES:  Additional Concrete Surface Repairs: Not to exceed 65 Square Feet using UNIT COST ('s) Indicated above above.  ITEM 1: Exposed Rebar Repair. Not to exceed 33 Square Feet using Item 1, a. Unit Cost.
		i. ITEM 1 ALLOWANCES: EXTENDED COST: \$ 19,173.00
	b.	ITEM 2: Spalled Concrete/Void Surface Repairs. Not to exceed 32 Square Feet using Item 2, a. Unit Cost.  i. ITEM 2 ALLOWANCES:  EXTENDED COST: \$ \$7,520.00
		EATENDED COST: 3

NOTE: Unused Allowances will be Credited back to the Agency by the Vendor submitting a Change Order to Credit the unused Allowance amount at Project Close Out.

#### REQUEST FOR QUOTATION

#### The Culture Center

#### Concrete and Rebar Repairs to the Plaza Deck Walls

#### EXHIBIT A - Pricing Page (Page 2 of 3)

5. ALTERNATI	ES:
--------------	-----

- a. ALTERNATE Number 01: Cementitious Slurry Coat: EAST Elevation.
  - i. Apply <u>834.385</u> Square Feet of a Cementitious Slurry Coat per Specifications to the EAST Elevation of Plaza Deck Wall.
    - 1. COST Per Square Foot:\$ 33.45
    - 2. EXTENDED COST: \$\\$27,910.18 Total Square Footage of EAST Elevation.
- b. ALTERNATE Number 02: Cementitious Slurry Coat: NORTH Elevation.
  - Apply <u>1.158.3200</u> Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the NORTH Elevation of Plaza Deck Wall.
    - 1. COST Per Square Foot:\$\_\$38.97
    - 2. EXTENDED COST: \$\\\ 45.139.73\\\
      Footage of NORTH Elevation.
- c. ALTERNATE Number 03: Cementitious Slurry Coat: SOUTH Elevation
  - i. Apply 1,402.660 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the SOUTH Elevation of Plaza Deck Wall.
    - 1. COST Per Square Foot:\$ 33.88
- d. ALTERNATE Number 04: Cementitious Slurry Coat: WEST Elevation.

## REQUEST FOR QUOTATION

#### The Culture Center

#### Concrete and Rebar Repairs to the Plaza Deck Walls

#### EXHIBIT A - Pricing Page (Page 3 of 3)

i. Apply 4.093.211 Square Feet of a Cementitious Slurry Coat per Specifications and Drawings to the WEST Elevation of
Plaza Deck Wall.
1. COST Per Square Foot:\$_31.77
2. EXTENDED COST: \$ 130,041.31 Total Square
Footage of WEST Elevation.
ALTERNATES ACCEPTED BY AGENCY:
ALTERNATE #1: AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #2: AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #3:AGENCY ACCEPTS AGENCY REJECTS
ALTERNATE #4:AGENCY ACCEPTS AGENCY REJECTS
By signing the Pricing Page I hereby certify that I have read and understood all Project documents and all Terms and Conditions for this Solicitation.
FOR THE VENDOR:
xAnto
and the state of t
BRANCH DIRECTOR
Title
5-10-2027
Date



### Fidelity and Deposit Company of Maryland Colonial American Casualty and Surety Company

Home Office: 1299 Zurich Way Schaumburg II. 60196

#### AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):	SURETY (Name, legal status and principal place of business):
Pullman Power, LLC	Fidelity and Deposit Company of Maryland
10150 Old Columbia Rd.	1299 Zurich Way, 5th Floor
Columbia, MD 21046	Schaumburg, IL 60196-1056
OWNER (Name, legal status and address):	
State of West Virginia	
1900 Kanawha Blvd. E. Building 1	
Charleston, WV 25305	
Bond Amount: 5% Five Percent of Amount Bid	
PROJECT: (Name, location or address, and Project numbers)	ber, if any):
Culture Center Plaza Deck	
accordance with the terms of such bid, and gives such bond or surety admitted in the jurisdiction of the Project and otherwise for the prompt payment of labor and material furnished in the the amount of this Bond, between the amount specified in a contract with another party to perform the work covered by stiful force and effect. The Surety hereby waives any notice of which the Owner may accept the bid. Waiver of notice by the aggregate beyond the time for acceptance of bids specified in a consent for an extension beyond sixty (60) days.  If this Bond is issued in connection with a subcontractor's bid Subcontractor and the term Owner shall be deemed by the Cont When this Bond has been furnished to comply with a statutory this Bond conflicting with said statutory or legal requirement statutory or other legal requirement shall be deemed incorpa construed as a statutory bond and not as a common law bond. Signed and sealed this 26th day of April	y or other legal requirement in the location of the Project, any provision in at shall be deemed deleted here from and provisions conforming to such corated herein. When so furnished, the intent is that this Bond shall be 2022  Pullman Power, LLC
(Witness) James Webb	(Title)Catherine Thompson, Attorney-in Fact

Language conforms to AIA Document A310 Bid Bond BID700012Z0311f

Bond Number Bid Bond	
Obligan State of West Virginia	

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Catherine Thompson \_\_\_\_\_\_\_\_, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President (SEAL)



By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

## 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:

Allegheny County

My Commission Expires May 1, 2023

Commission Number 1290416

Vendor's Name: Pullman Power, LLC	
Authorized Signature:	Date: 5 · 10 · 2 2
State of Pennsylvania	
County of Allegheny, to-wit:	
Taken, subscribed, and sworn to before me this 10th	tay of May 2012, 2022.
My Commission expires	, 20 <u>23</u> .
AFFIX SEAL HERE Commonwealth of Pennsylvania - Notary Seal LEANN M KLIZA - Notary Public	NOTARY PUBLIC Blan M Klyga  Purchasing Affidavit (Revised 01/19/2018)



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

I, <u>M</u>	ark A. Bott , after being first duly sworn, depose and state as follows:
	I am an employee of Pullman Power, LLC; and, (Company Name)
2. 1	I do hereby attest that Pullman Power LLC (Company Name)
	maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.
The abo	ove statements are sworn to under the penalty of perjury.
	Printed Name: MARKA. BOTT
	Signature: Officer
	Title: BRANCH DIRECTOR
	Company Name: Pullmen Power LLC
	Date: 5-10-22
STATE	Pennsylvania OF W <del>EST VIRGINIA</del> ,
COUNT	Y OF Alleghany, TO-WIT:
Taken,	subscribed and sworn to before me this 10th day of May , 2022.
Ву Соп	nmission expires May 1, 2023
(Seal)	Commonwealth of Pennsylvania - Notary Seal  LEANN M KLIZA - Notary Public  Allegheny County  My Commission Expires May 1, 2023  Commission Number 1290416



## WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV032832

Classification:

GENERAL BUILDING

PULLMAN POWER LLC DBA PULLMAN POWER LLC 10150 OLD COLUMBIA RD COLUMBIA, MD 21046

**Date Issued** 

**Expiration Date** 



Pace

**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.