



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.

Welcome, Christopher W Seckman

[Procurement](#) [Budgeting](#) [Accounts Receivable](#) [Accounts Payable](#)

Solicitation Response(SR) Dept: 0803 ID: ESR11132500000003124 Ver.: 1 Function: New Phase: Final Modified by batch , 11/13/2025

Header 1

List View

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

Procurement Folder: 1777410

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: Bulk Storage Inc.

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000035

Published Date: 11/5/25

Close Date: 11/13/25

Close Time: 13:30

Status: Closed

Solicitation Description:

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: 1777410
Solicitation Description: Fabric Covered Building Roof Systems
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-11-13 13:30	SR 0803 ESR11132500000003124	1

VENDOR
VS0000050469
Bulk Storage Inc.

Solicitation Number: CRFQ 0803 DOT2600000035
Total Bid: 0
Response Date: 2025-11-13
Response Time: 12:48:39
Comments: No discount

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@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	Fabric Covered Building Roof System Size 40' x 70' One Door	0.00000	EA	64885.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Commodity Line Comments: 40' x 70' one door

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Fabric Covered Building Roof System Size 54' x 100' One Door	0.00000	EA	112989.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Commodity Line Comments: 54' x 100' one door

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Fabric Covered Building Roof System Size 72' x 100' One Door	0.00000	EA	159416.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Commodity Line Comments: 72' x 100' one door

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Fabric Covered Building Roof System Size 72' x 140' One Door	0.00000	EA	201435.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Commodity Line Comments: 72' x 140' one door

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Fabric Covered Building Roof System Size 72' x 140' Two Door	0.00000	EA	205167.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Commodity Line Comments: 72' x 140' two door

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



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
Building Supply

Proc Folder: 1777410

Doc Description: Fabric Covered Building Roof Systems

Reason for Modification:

ADDENDUM NO_3
Vendor Questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-11-05	2025-11-13 13:30	CRFQ 0803 DOT2600000035	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000050469

Vendor Name : Bulk Storage Inc

Address : 28101

Street : S Yates Ave

City : Beecher

State : IL

Country : USA

Zip : 60401

Principal Contact : Zack Deery - President

Vendor Contact Phone: 708-946-9595

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN# 36-3713659

DATE 11/5/2025

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

ADDITIONAL INFORMATION

ADDENDUM NO_3

Addendum No_3 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 the West Virginia Division of Highways to establish an open-end contract for *Fabric Covered Roof Systems, for WVDOH salt shed building sites throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.*

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fabric Covered Building Roof System Size 40' x 70' One Door	0.00000	EA	\$64,885.00	\$64,885.00

Comm Code	Manufacturer	Specification	Model #
72121200	Heritage Solutions LLC	40'x70'	40S

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Fabric Covered Building Roof System Size 54' x 100' One Door	0.00000	EA	\$112,989.00	\$112,989.00

Comm Code	Manufacturer	Specification	Model #
72121200	Heritage Solutions LLC	54'x100'	54LP

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fabric Covered Building Roof System Size 72' x 100' One Door	0.00000	EA	\$159,416.00	\$159,416.00

Comm Code	Manufacturer	Specification	Model #
72121200	Heritage Structures LLC	72'x100'	72S-1

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Fabric Covered Building Roof System Size 72' x 140' One Door	0.00000	EA	\$201,435.00	\$201,435.00

Comm Code	Manufacturer	Specification	Model #
72121200	Heritage Structures LLC	72'x140'	72S-2

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Fabric Covered Building Roof System Size 72' x 140' Two Door	0.00000	EA	\$205,167.00	\$205,167.00

Comm Code	Manufacturer	Specification	Model #
72121200	Heritage Structures LLC	72'x140'	72S-2-2

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-10-28

SOLICITATION NUMBER: CRFQ DOT2600000035

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000035 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 11/13/2025 @ 1:30 PM

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 DOT2600000035 Fabric Covered Building Roof Systems

Responses to Questions from Vendors

Question 1

3.2.1. These sizes are custom widths, which we can fabricate. However, standard production truss widths are 40', 50', 60', 70', 80', etc., and can be produced more economically than 54' or 72' widths as the fabrication facility and engineering have already been set up for these sizes. Can we quote shelters 50x100, 60x100 and 70x100 in lieu of 54'W and 72'W?

Response 1

No, because these are often replacements for existing structures, we need the sizes indicated in 3.2.1 of the specifications.

Question 2

2) 3.2.1. requires Contractor to include price of tools required for installation. Is Customer's crew performing the installation? Define "specialty tools" as it applies to this paragraph. Contractor can provide a list of typical tools required for installation has no way of knowing what tools the Customer's crew has on hand.

Response 2

Specialty tools are devices designed for specific purposes, often to perform a task that standard tools cannot.

Question 3

3) 3.2.1. paragraph indicates that Contractor is not performing the installation, but only providing a "technical expert" during installation by Others. Please confirm.

Response 3

Yes, see section 3.2.1 of the specifications.

Question 4

4) 3.2.1.1. Confirm that customer requires the shelter to be ASCE7 Risk Category II.

Response 4

Yes, buildings must meet ASCE 7-22 on "Minimum Design Loads for Buildings and Other Structures."

Question 5

5) 3.2.1.1.2. What does this mean regarding wall thickness? The specified fabric is 23 mil HDPE architectural fabric. Is this shelter set upon a concrete stem wall? From 3.2.1.1.2, is this shelter set atop a 12" thick concrete stem wall? If yes, how high is the wall?

Response 5

Yes, the concrete wall is a minimum of 12" width and 13' high. See sections 3.2.1.1.1 and 3.2.1.1.2 of the specifications.

Question 6

6) 3.2.2.10. Accordion Folding Doors are not designed for industrial/commercial use lasting more than a year or two. A steel, non-insulated coil-style Rolling Service Door is designed to meet the rigors of industrial/commercial use. Contractor recommends deleting the AFD requirement and replacing it with RSD. There is no warranty on Accordion Fold Fabric Doors.

Response 6

Doors are Fold Fabric doors to keep out the elements. The WVDOH has found that metal doors do not meet our needs. The warranty is for the industrial cover as per section 3.2.3.5 of the specifications.

Question 7

7) 3.2.3. The fabric specified is a well-known offering from this fabric mill. The mill also offers a higher quality option but it is only available in white translucent. It provides better light transmissivity for a brighter interior. Is the Customer interested in this option?

Response 7

As per section 3.2 of the specifications, contract items must meet or exceed the mandatory requirements.

Question 8

8) 3.2.3.3. AL flat bar is a fine product, but for a salt storage facility, there is a bespoke PVC termination bar that serves the same purpose and is better aligned with the intended functioning of these shelters. Okay to use the PVC termination bar?

Response 8

No, see section 3.2 of the specifications.

Question 9

9) 3.2.3.6. Typical warranty coverage for Tension Fabric Structures is pro-rated, to cover untimely failures of the fabric or frame materials. The solicitation appears to be asking for a 100% warranty for any reason for 15 years, with no cost to the state. Is this correct?

Response 9

Yes, see section 3.2.3.5. and 3.2.3.6 of the specifications.

Question 10

10) 3.2.4.1. is titled "Sample Shop Drawings" but further indicates that Contractor is asked to provide the engineering details and fully completed proprietary design information before any contract is awarded. Is this correct?

Response 10

Yes, per 3.2.4.1 vendor sample shop drawings with complete information on the five requested systems should be submitted with the Vendor's bid. Vendor sample shop drawings shall indicate pertinent criteria, reaction and other information required for fabrication installation and as required by codes. The sample shop drawings shall identify the construction and in-place loads for consideration with the roof system building design.

Question 11

11) 3.2.5.3. Where and how often are these meetings to be held? How long are these meetings? Can representation be accomplished remotely?

Response 11

There will be 2 meetings for every order. The first meeting will happen when the order is placed and that can be attended remotely. The second will be at the time of build and will require a technical expert to be on site for the build.

Question 12

12) 3.2.1. These sizes are custom widths. Standard truss widths are 40', 50', 60', 70', 80', and can be produced more economically than 54' or 72' widths. Can we quote shelters 50x100, 60x100 and 70x100 in lieu of 54'W and 72'W?

Response 12

No, see section 3.2.1 of the specifications.

Question 13

13) 4.2. What is the "labor" described in this part, which Contractor must include in pricing (fabrication or installation, or something else)?

Response 13

The wording in section 4.2 indicates that the vendors bid price includes any and all expenses to vendor including the vendors technical expert and delivery. No additional charges outside the bid prices will be permitted.

Question 14

14) 5.2. Shelter items can remain with Contractor for a short period of time if there is some delay for a specific ADO, but Contractor cannot store materials for a lengthy period. Will the Customer arrange timely delivery of materials to the ADO project site, or provide storage if delivery is delayed?

Response 14

Delays will be kept to a minimum to the extent possible. For unseen circumstances, however, the vendor will retain materials until WVDOH is prepared for delivery.

Question 15

15) 5.4. What are the payment terms (e.g. Net 10, etc.)?

Response 15

Please review sections 14 and 15 of the terms and conditions. The State of West Virginia does not observe net 10.

Question 16

16) 6.2. Delivery Time. The Tension Fabric Structures described in this solicitation are not off-the-shelf items. While certain raw materials are maintained in stock, the shelter truss profiles are semi-custom products and fabricated upon receipt of an order from Customer. Absent a preplanned delivery schedule, the production timing for a single ad hoc order will be governed by raw material supply (fabric & steel), current structure production queue, and the galvanizer's production queue. It is unlikely that an ad hoc order can be fulfilled to point of delivery within 30 days. Contractor undertakes to fulfill every order promptly. Absent a preplanned order commitment, will customer agree to modify the 30-day requirement?

Response 16

Order deliveries may be modified on a case-by-case basis at the discretion of the ordering district engineer or their designee; however the intention of this contract is that orders be filled in 30 days. Vendors should only bid if they can manufacture product within this timeframe.

Question 17

17) 6.4. Confirming that the Customer wants a delivery price factored in for each SKU that would cover a delivery anywhere in the state? As written, it appears that Contractor must assume delivery to the most expensive location and apply that freight cost for every SKU. Contractor must also estimate the future cost of freight in a commodity market and add that margin to the cost for every SKU. Does this describe the Customer's expectation?

Response 17

Yes, see section 3.2.1 of the specifications.

Question 18

18) 6.6. Custom-made shelters cannot be returned. Customer is advised to work with Contractor to ensure that an ordered shelter meets the Customer's requirements prior to ordering. Once *fabricated, the Customer is responsible for payment.*

Response 18

All materials purchased by WVDOH are subject to sections 6.5 and 6.6 of the contract specifications.

Question 19

19) 8.2. Tension Fabric Structures are semi- or completely custom designed and fabricated to meet each customers' needs. They are not off-the-shelf items and are not stocked in a warehouse. Designs are finalized or created (semi-custom or completely custom) at time of order. This specification is not reasonable absent a preplanned production schedule/purchase commitment from the Customer. Contractor works to timely fulfill all customer orders and communication improves that experience. Contractor maintains a supply of raw materials based upon current *customer purchase orders and past experience with Tension Fabric Structures market volume.* This specification seems to be boilerplate language for Contract Items that would reasonably be stocked by a vendor (e.g., traffic cones). Please confirm that this specification is not required.

Response 19

Responsible vendors are expected to provide the contract items requested in the timeframes requested. This is an open-end contract. As per section 8.2 of the contract specifications. Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000035

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 the 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. 6
☐ Addendum No. 2	☐ Addendum No. 7
☒ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of the 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.

Bulk Storage Inc
Company

[Signature]
Authorized Signature

11/5/2025
Date

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

SOLICITATION NUMBER: CRFQ DOT2600000035

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000035 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and responses

Bid Opening remains 11/06/2025 @ 1:30 PM

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 DOT2600000035 Fabric Covered Building Roof Systems

Responses to Questions from Vendors

Question 1

Are we to assume 10' concrete wall height for the foundations in order to achieve 13' clearance height?

Response 1

Please see section 3.2.1.1.1 in the specs

Question 2

Are the minimum interior clearance required at the apex of the buildings from finish floor to bottom of truss?

Response 2

Please see section 3.2.1.1.3 in the specs

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000035

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 the addenda may result in bid disqualification.

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(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
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☐ Addendum No. 4	☐ Addendum No. 9
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I understand that failure to confirm the receipt of the 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.

Bulk Storage Inc.

Company

Authorized Signature

11/4/2025

Date

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

SOLICITATION NUMBER: CRFQ DOT2600000035

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000035 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Bid Opening Moves to 11/13/2025 @ 1:30 PM

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2600000035

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 the addenda may result in bid disqualification.

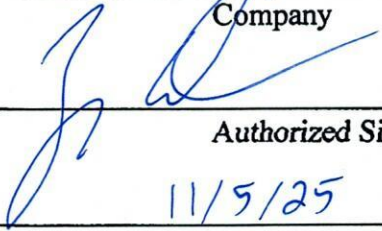
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

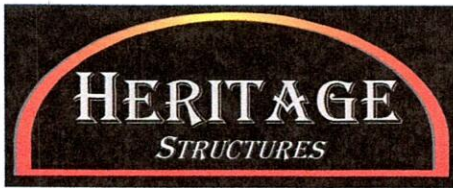
(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of the 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.

Bulk Storage Inc	_____
Company	_____
	_____
Authorized Signature	_____
11/5/25	_____
Date	_____

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



Limited Warranty

MAIN COVER WARRANTY Elite Fabric	20 YEARS
MAIN COVER WARRANTY Standard Fabric	15 YEARS
END WALL FABRIC	3 YEARS
MAIN STEEL FRAMEWORK EXCLUDES SINGLE TUBE BUILDINGS	15 YEARS
MAIN STEEL FRAMEWORK FOR SINGLE TUBE BUILDINGS	3 YEARS
END WALL STEEL FRAMEWORK	15 YEARS

LIMITED WARRANTY COVERAGE PERIOD

Warranty period starts on the date the product was manufactured.

Warranty is not valid till Heritage structures has received ample info, photos, and releases a warranty card.

All repair or replacement costs are prorated and are based on the retail cost of the item at the time the claim is filed. In the event of claims, the claim must be filed in no more; than 30 days of the time the damage appears.

TERMS OF LIMITED WARRANTY COVERAGE

Should any building component(s) be found to have manufacture's defect under normal use, the defective component(s) will be repaired or replaced at the sole discretion of Heritage Structures. All labor cost to install or deliver the components will be the building owner's responsibility. The cost of the components will be the building owner's responsibility pro-rated per year following the original purchase date. Replacement parts may vary slightly from original part(s) do to availability

LIMIT AND RELEASE OF LIABILITY

This warranty does not apply to damage or defects resulting from improper installation, improper or inadequate maintenance of the building, improper alterations, accidents, neglect, abuse, or misuse, corrosion resulting from exposure to corrosive elements or materials within the building or next to the building, normal wear and tear, storage or handling of the building, wear caused by multiple installations, an act of God. This warranty does not cover discoloration, deterioration, or cosmetic defects. Heritage Structures will not be liable for any damage occurring or resulting from erection. Heritage Structure will in no event be liable for any direct, indirect, special, incidental, or consequential damages including loss of profit, inconvenience, or loss of time.

Fabric Covered Building Roof Systems
ATTACHMENT B (ATT B) INFORMATION SHEET

VENDOR INSTRUCTIONS: Please provide information requested in the fields below, and submit this form with your bid, including all other documentation specified below and in the contract specifications. **Failure to complete this form in its entirety will result in the disqualification of the bid.**

PART I

Vendor's Name: Bulk Storage Inc.

Building System Manufacturer Name: Heritage Structures, LLC

Professional Certification* (Reference Section 3.2.5.1)

☐ ISO 9001:2015 Certificate*
Expiration Date: / /

-or-

☒ Other Equivalent Certification* (Provide Name Below)
IBC 2022, ASTM A103 / ASTM A385
Expiration Date: / /

***Attach ISO 9001:2015 Certificate -or- Equivalent Certificate. For Equivalent Certification, attach related documentation for equivalency evaluation with the bid.**

PART II

Vendor Structure References (Reference Section 3.2.5.2)

List three (3) Fabric Covered Roof Systems structures purchased through your company, which are sized 70'x140 or greater, and were built five (5) or more years ago.

Site Name	Location	Year Built
¹ Thornburg, VA Dept of Transportation	4926 Mud Tavern Rd. Woodford, VA 22580	2011
² Jefferson Co, KY Kentucky Transportation Cabinet	313 N. English Station Rd Louisville, KY 40223	2011
³ Richmond, KY Kentucky Transportation Cabinet	2441 Lexington Rd. Richmond, KY 40475	2016
⁴ Pulaski Co, KY Kentucky Transportation Cabinet	104 Refinery Rd/Somerset Rd Somerset, KY 42501	2019

Fabric Covered Building Roof Systems
ATTACHMENT B (ATT B) INFORMATION SHEET

PART III

Technical Expert Information* (Reference Section 3.2.5.3)

List Technical Expert's name and five (5) reference structures below which the Technical Expert has worked on or supervised the construction of, which are similar to those requested within these contract specifications. Technical Expert References are for WVDOT's informational purposes only and do not dictate the Technical Expert for any project.

Technical Expert's Name: Victor Prieto

*Attach a detailed copy of the Technical Expert's resume with bid.

	Site Name	Location	Year Built
1	Thornburg, VA Dept of Transportation	4926 Mud Tavern Rd. Woodford, VA 22580	2011
2	Jefferson Co, KY Kentucky Transportation Cabinet	313 N. English Station Rd Louisville, KY 40223	2011
3	Richmond, KY Kentucky Transportation Cabinet	2441 Lexington Rd. Richmond, KY 40475	2016
4	Hartford City, IN Public Works Dept.	800 N. Prospect Hartford City, IN 47348	2018
5	Pulaski Co, KY Kentucky Transportation Cabinet	104 Refinery Rd/Somerset Rd Sumerset, KY 42501	2019

Victor Prieto

1400 North Illinois Ave. Carbondale, IL 732-685-3481 vichprieto@gmail.com

Objective

Take part in the State of West Virginia Building Supply Project.

Experience

[September 2006] – [Current]

[Lead Carpentry Foreman] | [Bulk Storage Inc. | [Various Locations across the US]

Enthusiastic and reliable leader with experience in all phases of dome construction. Knowledge of building codes, site preparation and working safely on a job site. Strong team player with excellent time management skills and a willingness to learn new skills. Experience with all available Bulk Storage Inc. Buildings including fabric and steel truss building installs across the nation.

Key Skills

- Strong attention to detail
- Physical fitness and endurance
- Strong interpersonal skills
- Organized

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Three (3) 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 _____ days.

☐ **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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **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.

☒ ISO 9001:2015 Certificate or Equivalent

☐

☐

☐

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 cancellation, 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to 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: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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 "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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Zack Deery - President

(Address) 28101 S. Yates Ave Beecher, IL 60401

(Phone Number) / (Fax Number) 708-946-9595 / 708-946-7898

(email address) zack@bulkstorageinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Bulk Storage Inc.

(Company)

(Signature of Authorized Representative)

Zack Deery - President

(Printed Name and Title of Authorized Representative) (Date)

708-946-9595 / 708-946-7898

(Phone Number) (Fax Number)

zack@bulkstorageinc.com

(Email Address)

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Fabric Covered Roof Systems, for WVDOH salt shed building sites throughout the state of West Virginia

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.2 **“ANSI”** - The American National Standards Institute. Reference: www.ansi.org.
 - 2.3 **“ASCE”** - The American Society of Civil Engineers. Reference: www.asce.org.
 - 2.4 **“ASTM”** - ASTM International, formerly known as American Society for Testing and Materials, is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. Reference: www.astm.org.
 - 2.5 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.6 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
 - 2.7 **“FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
 - 2.8 **“Information Sheet”** – The data collection source for Vendor qualification information and references, attached hereto as **Attachment B (ATT B)**.

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

- 2.9 "Liquidated Damages"** - Monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.
- 2.10 "Pricing Pages," "Attachment A," and "ATT A"** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.11 "PSF"** - Pounds per Square Foot.
- 2.12 "PSI"** - Pounds per Square Inch.
- 2.13 "Roof System(s)"** - All components comprised in a steel framed, single-span truss arch Fabric Covered Building Roof System which will be used to cover WVDOH salt sheds.
- 2.14 "Solicitation"** - The official notice of an opportunity to supply the State with goods or services.
- 2.15 "Standard Specs"** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.16 "WVDOH" or "Agency"** - Interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1** WVDOH requires Fabric Covered Roof Systems for salt sheds in the sizes below:

Fabric Covered Building Roof System Size 40' x 70' - one door
(2800 Sq Ft)

Fabric Covered Building Roof System Size 54' x 100' - one door
(5400 Sq Ft)

Fabric Covered Building Roof System Size 72' x 100' - one door
(7200 Sq Ft)

Fabric Covered Building Roof System Size 72' x 140' - one door
(10,800 Sq Ft)

Fabric Covered Building Roof System Size 72' x 140' - two doors
(10,800 Sq Ft)

Vendor shall provide a price for every size of Fabric Covered Roof System listed on the **Pricing Pages, Attachment A (ATT A)**. Vendor shall factor into their bid price all anticipated expenses for the roof system, including any specialized tools required for installation, warranty, delivery FOB to Agency designated site, and expenses related to providing a technical expert to be on-site for installation by Agency forces. No separate per diem will be assessed. All Contract Items on the Pricing Pages must be bid. Failure to bid all Contract Items shall result in the disqualification of the bid.

- 3.2.1.1** The design shall comply with the ASCE 7-22 manual as amended on "Minimum Design Loads for Buildings and Other Structures".

3.2.1.1.1 The minimum interior wall height clearance is 13 feet above the finished floor slab. There are no exceptions for less than 13 feet due to shed loading clearance.

3.2.1.1.2 The minimum wall thickness is 12 inches.

3.2.1.1.3 The minimum interior clearance required at the apex of the arch shall be as follows:

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

$$40' \times 70' = 26'$$

$$54' \times 100' = 37'$$

$$72' \times 100' = 39'$$

$$72' \times 140' = 39'$$

In addition to the design loads required by the building code, a ground snow load of 35 PSF shall be utilized for all locations unless otherwise required by state or local code. The load combinations shall be as specified in applicable building codes. See the WV State Fire Commission State Building Code, Title 87 Series 4:
<https://firemarshal.wv.gov/media/39301/download?inline>

3.2.2 Steel Frame Requirements

- 3.2.2.1** Each member must be designed to withstand stresses resulting from combinations of loads that produce maximum allowable stresses in that member.
- 3.2.2.2** Each assembly shall be properly piece-marked to assist with the identification and erection of the roof system. Piece-marks by secured tagging or welding practices (prior to final coating of or assembly) shall be labeled in clear, easily identifiable locations.
- 3.2.2.3** Structural steel must comply with ANSI/AISC 360 as amended, "Specification for Structural Steel Buildings," most recent edition for design requirements and allowable stresses.
- 3.2.2.4** Welded connections must comply with the most recent edition of the provisions of ANSI/AISC 360 as amended, "Specification of Structural Steel Buildings."
- 3.2.2.5** The entire system, including welds, shall be galvanized to resist corrosion from road salt stored within the structure in accordance with ASTM A123 as amended, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products. All fasteners shall be galvanized in accordance with ASTM A153 as amended, "Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Hardware."
- 3.2.2.6** Steel tubing shall be round and cross members and back wall framing members shall comply with ASTM A500 as amended, Grade B, ASTM A501 as amended or ASTM A53 as amended.

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

3.2.2.7 Steel connection members shall be fabricated from plate or bar stock and provide 42,000 PSI minimum yield strength and comply with ASTM A529 as amended, ASTM A570 as amended or ASTM A572 as amended.

3.2.2.8 Bolts for structural framing shall comply with ASTM A307 as amended or ASTM A325 as amended specifications as necessary for design loads and connection details, including bolts for use in corrosive environments.

3.2.2.9 The roof system is to include hollow structural steel end wall steel and fabric on both ends. The back wall shall be completely enclosed except when the 72' x 140' requires a front and a back door.

3.2.2.10 The front wall shall include an accordion-style fabric door, centered along the front wall, for all sizes at no less than 18' x 18' opening. The door must accommodate manual operation without assistance from powered operators or winch systems.

3.2.3 Industrial Fabric Cover Requirements

3.2.3.1 The industrial fabric cover shall be woven high density polyethylene tape with double stack weave – finish coated sides, meeting or exceeding the following requirements:

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

TABLE 3.2.3.1.A

REQUIREMENT DESCRIPTION	REQUIREMENT	SPECIFICATION AS AMENDED
Weave	16 x 16 PSI woven clear HDPE scrim	
Coating Thickness	4.0 mil average each side (94 g/m ²)	
Coating Composition	Modified LDPE coating with UV protection	
Weight	12.5 oz/yd ² (373 g/m ²) +/-5%	
Thickness	23 mils (0.635mm)	ASTM D5199
Hydrostatic Resistance Method	171 PSI (1180 kPa)	ASTM D751A
Grab Tensile	Warp: 340 lbs. (1511 N) Weft: 340 lbs. (1511 N)	ASTM D5034 ASTM D5034
Strip Tensile	Warp: 250 lbs. (1112 N) Weft: 250 lbs. (1112 N)	ASTM D5035 ASTM D5035
Tongue Tear	Warp: 115 lbs. (511 N) Weft: 115 lbs. (511 N)	ASTM D2261 ASTM D2261
Mullen Burst	675 PSI (4658 kPa)	ASTM D3786
Cold Crack	Minus 60° C	ASTM D2136

TABLE 3.2.3.1. B

FIRE RATINGS REQUIREMENT:

Test/Standard As Amended:	Flame Spread:	Smoke Developed:	Char Length:
ASTM E84	FS10	SD 58	6.5
Can/ULC 5102.2-M88	FS15	SD 125	6.5

3.2.3.2 The cover fastening system shall be compatible with the requirement in Tables 3.2.3.1 A and 3.2.3.1.B, including zero-

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

stretch belting, welded fabric pockets and 10,000-pound capacity lashing winches coated to prevent corrosion.

3.2.3.3 The system shall include aluminum flat bar for fabric termination around entire building.

3.2.3.4 The color of the fabric cover shall be tan with green trim. Color samples should be provided with the Vendor's bid for review and approval. Color samples may be submitted as colored photocopies or electronic sample; it is not necessary to submit a fabric sample with the bid.

3.2.3.5 The warranty period for the industrial cover shall be 15 years. **The awarded vendor should provide a copy of this warranty with their bid.**

3.2.3.6 The awarded vendor is responsible for all repairs during the warranty period, including parts and labor, at no additional cost to the WVDOH.

3.2.3.6.1 Permanent fabric repair service shall be handled by the Vendor within five (5) working days after the Vendor is contacted by the WVDOH. Temporary patching* shall only be used when conditions do not permit permanent repair (such as temperatures). Permanent repair shall be made as soon as conditions are appropriate for successful repair. Alternative temporary repair dates and permanent repair dates may be agreed upon by the WVDOH and the Vendor.

Temporary patching such as the use of Duct Tape is not acceptable.

3.2.3.6.2 Servicing or repairs to doors shall be handled by the Vendor within five (5) working days after the Vendor is contacted by the WVDOH. The completed service or repair shall be in an acceptable state by the WVDOH. At no time shall the WVDOH be expected to repair the door. Alternative service/repair dates may be agreed upon by WVDOH and the Vendor.

3.2.4 Shop Drawings

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

3.2.4.1 Sample Shop Drawings. Vendor sample shop drawings with complete information on the five requested systems should be submitted with the Vendor's bid. Vendor sample shop drawings shall indicate pertinent criteria, reaction and other information required for fabrication installation and as required by codes. The sample shop drawings shall identify the construction and in-place loads for consideration with the roof system building design.

3.2.4.2 Project Specific Shop Drawings. Once a project has been established, all project specific shop drawings from the awarded vendor, must be signed and sealed by a Professional Engineer registered in the State of West Virginia. Review and approval of project specific shop drawings will be conducted by WVDOH.

3.2.5 Qualifications

3.2.5.1 Certification. The bidder must be certified, at a minimum, to ISO 9001:2015 Quality Management Systems Standards and should provide a copy of that certification with their bid. The Vendor shall have direct experience in the design, manufacture, and installation of structures of the type specified herein; and shall operate according to a comprehensive quality system.

A current equivalent or current substitute certification of similar Standards shall be considered for approval by the WVDOH. **Documentation of the certification, along with a copy of the bidder's current certification should be submitted with the bid for equivalency evaluation.** The WVDOH will review the equivalent or substitute certification prior to contract award.

Whether ISO 9001:2015 Quality Management Systems Standards certification or an equivalent substitute certification, the bidder shall provide the name of this certification on the "**Information Sheet**", **Attachment B (ATT B)**.

Whether ISO 9001:2015 certified, equivalent or substitute, the certification must continue throughout the term of this contract. **Upon any renewal of certification, a copy of the certification should be sent to WVDOH.**

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

3.2.5.2 Structure References. The bidder shall provide three (3) references with structures in use for at least five (5) years which are clear span and enclose an area equal to or greater than a 72' x 140' concrete structure on the "Information Sheet" (ATT B). **Failure to provide the requested structure references shall result in the disqualification of the bid.**

3.2.5.3 Vendor Personnel Requirements. The bidder shall submit the name of at least one (1) technical expert listing their experience on at least five (5) jobs or similar type jobs on the "Information Sheet" (ATT B). Additionally, a detailed resume of this technical expert should also be included with the bidder's response. This resume should be in detail as if submitting a job application. This will be for informational purposes and does not dictate the technical expert for any project.

The awarded Vendor shall provide representation at the WVDOH pre-assembly and post-assembly meetings for salt shed projects. The representation shall be to establish coordination, discussion of installation information and to provide any clarification required regarding the assembly of the Roof System.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides all Contract Items meeting the required specifications for the lowest overall total cost as shown on ATT A. **Vendor must bid all Contract items listed on ATT A as failure to do so will result in Vendor's bids being disqualified.**

4.2 Pricing Pages, Attachment A ("ATT A"): Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Pricing shall be considered statewide. **Vendor must bid each Contract Item on ATT A to be considered for award; failure to do so will result in Vendor's bids being disqualified.** All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of Contract Items and estimated purchase volumes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

4.2.3 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

4.3 **Information Sheet, Attachment B (ATT B):** The "Information Sheet" (ATT B) requests valuable information for the evaluation of the Vendor's submitted bid. Vendor must complete the "Information Sheet" in its entirety. The Vendor shall submit the attached "Information Sheet" (ATT B), with all fields completed, with their bid. **Failure to provide the completed "Information Sheet" (ATT B) will result in the disqualification of the Vendor's bid.**

4.4 **Contract Award Transition:** Upon the award of this contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

4.5 **Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5. ORDERING, INVOICING AND PAYMENT:

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 Agency Delivery Order ("ADO"): District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final" prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Delivery date on the Agency Delivery Order needs to align with the planned installation. If there are project delays, the Agency Delivery Order needs to be updated so the materials stay in the vendors possession until we need them, minimizing the opportunity for dispute.

5.3 Invoicing: Invoices submitted to WVDOH For payment should contain the following information:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site
- The Contract Item description, unit price, quantity, and extended total.
- The date(s) Contract Items were delivered.

5.4 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the Vendor or proceed with an emergency purchase from the open market.
- 6.2 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. No vendor is authorized to ship project related goods or begin work/services, nor is the Agency authorized to receive materials, prior to the issuance of a Delivery Order.
- Deliveries shall be made to the designated site during normal project working hours. This information will be provided to the Vendor on the Delivery Order. The awarded vendor shall provide representation to inspect and accept the material on behalf of the Agency. Unloading of the material shall be performed by Agency personnel.
- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.3.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by Vendor as an itemized invoice credit for the corresponding ADO. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

- 6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.
- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

6.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

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

7.1.4 Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 Substitutions: If both the WVDOH and the awarded Vendor agree to allow a substitution, the dimensions of a building may be modified by up to 5% overall square footage to accommodate the WVDOH building lot. The clearance, door(s), and all other requirements of these specifications must be met.

The substitution shall be offered at the same price as the Contract Item with the nearest square footage and shall not exceed a 5% square footage difference. The WVDOH must clearly specify the substitution on the Delivery Order, and the Vendor must clearly accept the substitution in writing, following the process outlined in Section 6.1, prior to WVDOH establishing walls for the structure.

EXAMPLE: The WVDOH has a long narrow lot and would like to maximize its use for salt storage. If both the WVDOH and the Vendor agree to a substitution, the WVDOH may request a 46' x 120' Roof System (5520 Sq Ft.) in place of a 54' x 100' Roof System (5400 Sq Ft.); a 2.2% square footage difference in overall size.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Vendor Name Change: It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

REQUEST FOR QUOTATION
Fabric Covered Building Roof Systems

- 8.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.5 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: Zack Deery - President

Telephone Number: 708-946-9595

Fax Number: 708-946-7898

Email Address: zack@bulkstorageinc.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.