



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

State of West Virginia
Request for Quotation

Proc Folder: 19904

Doc Description: Single Span Arch Fabric covered Steel Framed building

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-04	2015-04-01 13:30:00	CRFQ 0803 DOT1500000066	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Cover-Au Buildings of WV, Inc

P.O. Box 727

Bridgeport, WV 26330 (304) 623-4827

04/01/15 09:36:38
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN #

550765921

DATE

3-30-15

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS I-77/WV 47 1758 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	41'x84' LONG SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED	1.00000	EA	43,762.48	

Comm Code	Manufacturer	Specification	Model #
39120000	Bontecou Buildings	Atlas 41 L6	41 L 6

Extended Description :

41'x84' LONG SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED

DOT1500000066	Document Phase Final	Document Description Single Span Arch Fabric covered Steel Framed building	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 20, 2015 at 5:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Rink

SOLICITATION NO.: CRFQ DOT1500000066

BID OPENING DATE: April 1, 2015

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus ^{n/a} convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 1, 2015 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- ☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

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

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of n/a for n/a.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. 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.
- 22. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. 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.
- 24. 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.
- 25. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. 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.
- 27. 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.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

32. 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "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.

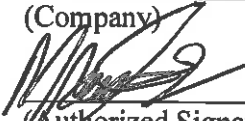
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Cover-All Buildings of WV, Inc.
(Company)



Nathaniel G. Rohrig

V. P.

(Authorized Signature) (Representative Name, Title)

(304) 623-4827

(304) 622-5546

3-30-2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1500000066

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

MR
No Addendum 3-30-15

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

Cover-All Buildings of WV, Inc.
Company

Nathaniel G. Rohrig
Authorized Signature

Nathaniel G. Rohrig

3-30-15
Date

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

REQUEST FOR QUOTATION
ALL MATERIALS FOR SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED
BUILDING

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways District 3 Buildings and Grounds to establish a contract for the one time purchase of all materials for a permanent rectangular shape tension membrane covered truss type building for Heavy Maintenance Mechanic's Shop and Wash Bay Project No. N081-BLD/GR-0.00.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means all materials for a permanent rectangular shape tension membrane covered truss type building and delivery to the building site.

2.2 "RFQ" means the official request for quotation published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Contract Item – 41' Wide by 84' Long Building

3.1.1.1 The Building, except where more stringent requirements are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods found on page 1 of attachments.

3.1.1.2 The Building must be the Britespan Atlas building or approved equal provided the following minimum requirements are met. Equal manufacturer must be approved by addendum a minimum of 7 days prior to bid opening. Bidders must provide the brand of the building being bid at the time the bid is submitted. No substitutions will be allowed after the project is awarded.

3.1.1.3 Please see attachments "Specifications for WVDOH Wash Bay" for a drawing and all other requirements.

REQUEST FOR QUOTATION
ALL MATERIALS FOR SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED
BUILDING

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 days working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1685 Mill Run Road 26104.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: 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 make arrangements 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

**REQUEST FOR QUOTATION
ALL MATERIALS FOR SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED
BUILDING**

shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 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.

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.

REQUEST FOR QUOTATION
ALL MATERIALS FOR SINGLE SPAN ARCH FABRIC COVERED STEEL FRAMED
BUILDING

7.2.3 Any other remedies available in law or equity.

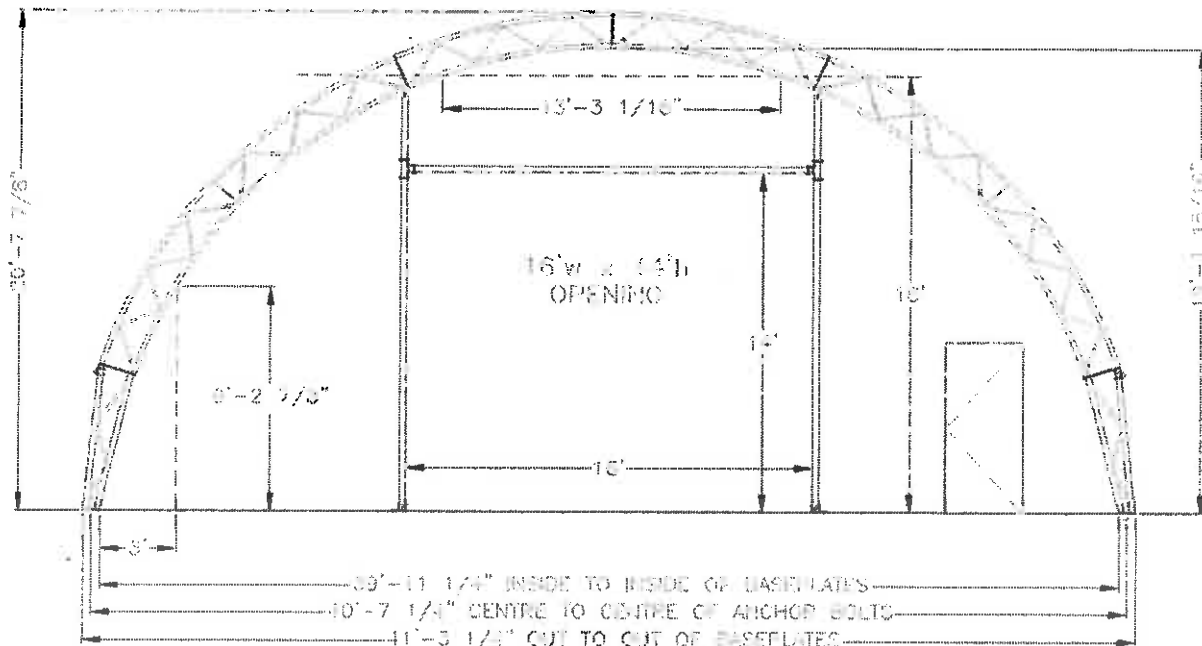
8 MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 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 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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: Nate Rohrig
Telephone Number: (304) 641-6450
Fax Number: (304) 622-5546
Email Address: _____

nrohrig@aol.com

Specification for WVDOH Wash Bay



RECTANGULAR FABRIC TENSION MEMBRANE COVER

REFERENCES

1. Except where more stringent requirements are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods:
 1. WV State Building Codes.
 2. IBC 2012 Building Code.
 3. American Institute of Steel Construction (AISC).
 4. American Iron and Steel Institute (AISI).
 5. American Society of Civil Engineers (ASCE 7-10 Minimum Design Loads for Buildings and Other Structures).
 6. American Welding Society (AWS) or Canadian Welding Bureau (CWB)
 7. Aluminum – 6000 Series natural mill finish, unpainted and unanodized.
 8. Welders must be qualified and tested and certified to the CSA Standard W47.1 Div. 2

DESCRIPTION

Provide design and construction for a permanent rectangular shape tension membrane covered truss type building. The structure shall meet or exceed the performance criteria of this specification.

PROJECT REQUIREMENTS

The buildings shall occupy an area of 41 feet wide by 84 feet long, with trusses spaced 12' on center, with a complete fabric enclosed back and complete enclosed front, as shown on the drawings. The building roof shall be shaped such as that of the Atlas style building shown in the drawings.

INTERIOR SPACE:

The storage floor area shall be entirely free of columns and roof supports of any type.

- 1) Minimum Interior Clearance: 19'- 1 15/16" minimum vertical clearance not to include concrete curb. Sidewall clearance measured 3' from the interior face of the curb must be at least 9'-2 7/8".
- 2) Divider wall and fabric panel shall be included to the 4th truss and is intended to separate the building. The divider steel and fabric must be supplied by building manufacturer.

VENTILATION:

Suitable openings located at the back and front of the structure near the highest portion of the roof or walls providing 4 square feet of total vent area on each end. Each ventilation opening shall be weatherproof.

BUILDING PRODUCT REQUIREMENTS:

The building is to be the Britespan Atlas building or approved equal provided the following minimum required standards are met. Equal manufacturer must be approved by addendum a minimum of 7 days prior to bid opening. Bidders must provide the brand of the building being bid at the time the bid is submitted. No substitutions will be allowed after the project is awarded.

1. Membrane used in the building design shall be designed to withstand the corrosive UV light according to the manufacturer warranty.
2. All trusses including the webbing between the trusses must be Hot Dip Galvanized "POST" fabrication. The Hot Dipped Galvanizing must be fully attained inside and outside of the truss and web tubing. Failure to provide this would cause the bid to not be accepted.
3. All bearing plates and other structural members must be hot dipped galvanized "POST" fabrication, no welding shall take place after the galvanized coating is applied. All anchor bolts, bolts and washers etc., shall be stainless steel or Hot Dip Galvanized.

STRUCTURAL REQUIREMENTS

- A. Structure shall be engineered so it is capable of withstanding the loads specified in ASCE 7-10, and the IBC 2012 code without failure or damage. Design must incorporate both balanced and unbalanced loads.**
- B. The building system is to be designed to meet a minimum ground snow load of 35 pounds, and wind speed 3 second gust of 90 mph.**
- C. Structure must be capable of maintaining structural integrity in the event of a tear propagating in the fabric, without endangering occupants.**
- D. Design calculations shall include verification that the web/chord connection design conforms to the requirements of Chapter K of the AISC Steel Design Manual (13th Edition) to address “chord plasticization failure mode”.**
- E. Truss Framework tubing shall be Hot Dip Galvanized as per Building Product requirements stated above. The Hot Dip Galvanizing must meet ASTM 123 as per the building code.**
 - Acceptable products:**
 - a) Hot Dip Galvanized Product, galvanizing inside and out after fabrication is completed**
 - b) Aluminum**
- F. All purlins used in the building must be a minimum of 2 7/8 inches and be attached to the truss using a double bolted configuration directly to the dog bone of the truss.**

Saddle brackets are not a suitable attachment as they allow rotational movement to occur. Cross purlins will not be accepted.

Building must utilize cross cables in each end bay to prevent racking. Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. Cables must be a minimum of 5/16” galvanized that is 7 by 19 commercial grade and must be secured to structural welded truss member using a solid bolted or clevis connection and they must be adjustable for proper tensioning with a galvanized, lockable turnbuckle. Cable assemblies attached with open hooks or loops will not be allowed. Cable clamps will not be allowed. Cables must terminate at every bay to prevent the removal of galvanizing at wear points causing rust.
- G. All tie down pipe that is used to fasten the cover to the building must be secured by a 10,000 pound lashing winch at every truss. Ratchet strap attachment to the tie down pipe will not be accepted as a main cover tensioning system.**
- H. Each individual truss shall weigh a minimum of 495 pounds.**

FABRIC COVER ATTACHMENT:

Fabric roof material must consist a single cover. The cover must be securely attached at ends and sides.

QUALITY ASSURANCE

- A. **Manufacturer 's Qualification:** The fabricator of the building or building components shall be regularly engaged in the fabrication of this type of building. They must meet the requirements of this Section and shall show evidence of having an adequate manufacturing facility, equipment, and a quality control system. The fabricator must provide evidence that they have produced a minimum of 50 such structures in the previous 12 months before acceptance of this contract. A reference list of 5 buildings shall be provided with the bid at the time of opening or the bid will not be accepted. Perspective bidders must submit a copy of their A660 quality control certification at the time of the bid opening. The fabricator shall be subject to the Director's approval.
- B. **Construction Supervisor:** Building supplier must provide a construction supervisor during the entire construction of building.

WARRANTY

- A) **Steel Truss Warranty:** Truss Framework tubing must be Hot dip Galvanized inside and out of tubing - completely after fabrication. Failure to provide proof of this will cause the bid to be denied. The manufacturer is to provide a minimum 16-year pro-rata warranty on the trusses according to the standard manufacturer's warranty.
- B) **Fabric Warranty:** All membranes used are to be North American made, water and mildew resistant, insect proof, and UV stabilized. They are to withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Manufacturer is to provide a minimum 16-year pro-rata warranty according to the standard manufacturer's warranty.
- C) **Fabric Repair:** Permanent fabric repair service shall be included in the bid price for deficiencies less than 12" long. There shall be no separate cost or payment made for repair service. Temporary patching shall only be used when conditions (ie.) temperatures do not permit permanent repair. Permanent repair shall be made as soon as conditions are appropriate for successful repair. Rental equipment cost is the owners responsibility.

MATERIALS FABRIC SPECIFICATIONS:

The fabric must be produced in North America with minimum fabric specification as follows:

Coated Weight	12 .1 oz/sy (373 gsm)
Base Fabric Weight	4 mils average, each side
Finished Thickness	23 mils (ASTM D-5199)
Grab Tensile Strength, lbs	446 lbs Weft (ASTM -D5304) 414 lbs Warp (ASTM -D5035)
Tongue Tear Strength, lbs	108 lbs Weft (ASTM -D2261) 94 lbs Warp (ASTM -D2261)
Mullen Burst	653 psi (ASTM -D3786)
Cold Crack Resistance	-55°C (ASTM -D2136)
Resistance to UV & Weathering	90% retention after 2000 hr.
Permittivity	$<2.5 \times 10^{-6}$ cm/s (ASTM D-5199)
Hydrostatic Resistance	>171 psi (ASTM D-751A)
Flame Resistance	ASTM E84
Flame Spread	ASTM E84
Smoke Developed	170 (ASTM E84)

The stressed membrane structure must be designed to shed snow before the design load is exceeded, or alternatively provide structural capacity to meet or exceed required roof snow load requirements of specified site. The architectural membrane shall be continuous from the base of the structure to the peak and manufactured in such a way that no eave will exist.

METAL SPECIFICATIONS

The main structure shall consist of a welded truss arches with parallel tubes separated apart by tube webs.

Atlas 18 – 2.375 inch Tube, minimum 12 Gauge tube, minimum truss depth of 18 inches out to out, with minimum 1.125 inch 14 Gauge webbing, All Hot dip Galvanized Post fabrication.

All steel tubing used in the structure must have the following minimum structural and mechanical properties (ASTM A-500): Tension Ultimate: 55 KSI and Yield: 50 KSI

All steel flat bar, cross rods and other steel components shall be fabricated from hot dipped galvanized material to CAN/CSA-G164-M92 meeting ASTM Standard B6 zinc coatings; and must have the following minimum structural and mechanical properties (ASTM A-44W): Tensile: 50 KSI and Yield: 44 KSI

CORROSION PROTECTION

All steel truss tube components, shall be Hot Dip Galvanized after complete fabrication. No welding is permitted after the galvanizing process. "Triple coat" or other "in-line" galvanizing will NOT be accepted on welded members as it does not provide galvanizing on the inside of the tubes and is applied pre fabrication leaving the pipe unprotected from corrosion after fabrication.

PAINTING:

Painting of steel components shall only be utilized if necessary for field repairs and shall not be employed as a factory finish. Should field repair be necessary, a zinc rich field coat shall be used.

FIELD WELDING:

In-Field fabric welding is accepted as a standard method of joining panels, rounding corners, repairing minor cuts or abrasions.

PRODUCT MANUFACTURERS:

The following manufacturer is preapproved and meets or exceeds this Specification.

1. Britespan Building Systems Inc.
37651 Amberly Road
Lucknow, Ontario
N0G 2H0
Phone No. 1-800-407-5846

REFERENCES AND STANDARDS

The following publications are for the standards listed below but referred to thereafter by basic letter designation only. They form a part of this specification to the extent referenced thereto: American Institute of Steel Construction (AISC):

- A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2012.
- E. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010.
- F. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Tensile Strength (Metric); 2013.
- G. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010 or CWB Canadian Welding Bureau.
- J. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; National Fire Protection Association; 2010.
- K. SSPC-SP 6 - Commercial Blast Cleaning; Society for Protective Coatings; 2007.
- L. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).
- M. SSPC-Paint 22 - Epoxy-Polyamide Paints (Primer, Intermediate, and Topcoat); Society for Protective Coatings; 1982 (Ed.2004).

COLORS

As selected by the Director's Representative from standard Manufacturer's Color charts.

ADJUSTING

Repair cut, welded, and/or abraded galvanized surfaces with a minimum 2 mil thick coating of cold galvanizing compound (containing 93 percent zinc) applied in accordance with manufacturer's instructions.

END OF SECTION

SYNERGY NON-FR FABRIC (Fabrene Q315WW)

BRITESPAN[™]

BUILDING SYSTEMS INC

1-800-407-5846

Strength & Durability

Synergy Fabric is a heavy weight fabric constructed of two parts, the scrim and 4 mil coatings. The scrim, which is the woven part of the material, is constructed of individual tapes. The unique composition of the tapes and how they are woven together give the fabric its tremendous rip, tear and puncture strength. The specialized 4 mil coatings provide a more uniform and thicker protection layer for the scrim, increasing ultraviolet protection. The thicker coatings are more resistant to abrasion damage during both fabrication and installation of the cover. The Synergy Non-FR Fabric comes with a 16 year pro-rata warranty.

Safe & Environmentally Friendly

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

Bright Atmosphere

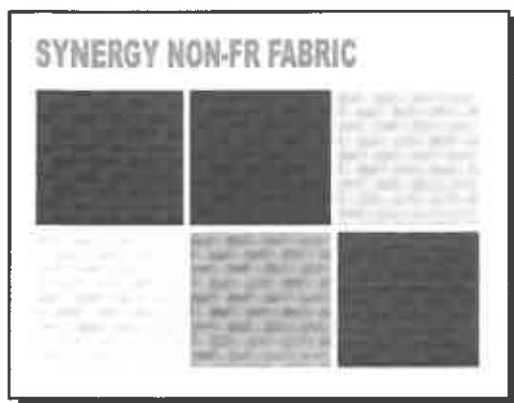
Synergy Non-FR Fabric covers provides an exceptionally bright and pleasant interior atmosphere. Natural light penetrates the fabric while the unique composition of the tape ensures the cover remains pliable and resistant to ultraviolet damage. The Synergy Non-FR Fabric reduces the conduction of heat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

Fabric Specifications (Non-FR)

Weave:	16 x 16 tapes/in (63 tapes/10cm)	
Coating Thickness:	3.5 mils average each side (94g/m ²)	
Coating	Modified LDPE coating with UV protection	
Composition:		
Weight:	12.1 oz/yd ² (410 g/m ²) +/- 5%	
Thickness:	24 mils (0.610mm)	ASTM D5199
Hydrostatic		
Resistance Method:	171 psi (1180 kPa)	ASTM D751A
Grab Tensile:	Warp: 414 lbs. (1840 N)	ASTM D5034
	Weft: 446 lbs. (1986 N)	ASTM D5034
Strip Tensile:	Warp: 468 lbs. (2080 N)	ASTM D5035
	Weft: 504 lbs. (2240 N)	ASTM D5035
Tongue Tear:	Warp: 94 lbs. (420 N)	ASTM D2261
	Weft: 108 lbs. (480 N)	ASTM D2261
Mullen Burst:	653 psi (4500 kPa)	ASTM D751
Cold Crack:	Minus 55° C	ASTM D2136

Fabric Fire Ratings (Non-FR)

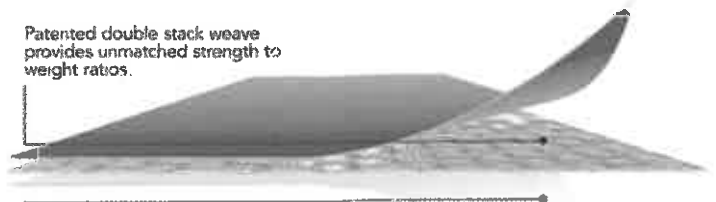
Test / Standard	Flame Spread (FS)	Smoke Developed (SD)	Char Length
ASTM E84	15	80	-----
CAN/ULC S102.2-03	20	75	-----



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

SYNERGY NON-FR

Patented double stack weave provides unmatched strength to weight ratios.



All covers feature a bright white underside that allows for maximum interior light.

**COVER-ALL BUILDINGS
OF WEST VIRGINIA
PHONE (304) 623-4827 FAX (304) 622-5546**

MARCH 30, 2015

STATE OF WV
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET EAST
POST OFFICE BOX 50130
CHARLESTON, WV 25305-0130

CRFQ DOT 0803 DOT 1500000066

WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTATION:

BRITESPAN BUILDING SYSTEMS:

TO INCLUDE:

COVER SHEET

- 1) BID DOCUMENTS
- 2) WARRANTY DOCUMENTATION
- 3) A660 CERTIFICATE OF REGISTRATION
- 4) HOT DIPPED GALVANIZED DOCUMENTATION
- 5) COVER-ALL BUILDINGS OF WV LITERATURE
- 6) U.S. STEEL ORIGIN DOCUMENTATION
- 7) FABRIC SPECIFICATION SHEET.

BUILDING REFERENCES:

- | | |
|--------------------------|------------|
| 1) WVDOH PINEVILLE, WV | 72' X 140' |
| 2) WVDOH CALHOUN CO., WV | 72' X 140' |
| 3) WVDOH GORE, WV | 72' X 140' |
| 4) WVDOH THOMAS, WV | 72' X 140' |
| 5) WVDOH BRUCETON, WV | 72' X 140' |
| 6) WVDOH GRAFTON RD., WV | 72' X 140' |
| 7) WVDOH PARKERSBURG, WV | 72' X 140' |
| 8) WVDOH BRAGG, WV | 72' X 140' |
| 9) WVDOH WOOD COUNTY, WV | 72' X 140' |

THANK YOU FOR YOUR INTEREST IN GUARD-ALL BUILDINGS.

NATE ROHRIG
(800) 246-7589 OFFICE
(304) 641-6450 CELL
(304) 622-5546 FAX
NROHRIG@AOL.COM

Britespan Warranty for West Virginia DOT Only

SCOPE OF LIMITED WARRANTY

Only the building components manufactured by BRITESPAN Building Systems Inc. and described in this agreement are warranted for manufacturer defects to the building owner.

This warranty is only valid if and when:

- i) Warranty has properly been registered by an authorized BRITESPAN Building Systems Inc. dealer as per the instruction in the building kit and,
- ii) BRITESPAN Building Systems Inc. receives written notice and proof of claim (photos where possible) of any manufacturers defects during the period of warranty coverage.

Resolve of the structural defect(s) may be through the supply of new, used or rebuilt parts, or on-site repair, at the option of BRITESPAN Building Systems Inc. If BRITESPAN Building Systems Inc. chooses to repair or replace the defective product or component, BRITESPAN Building Systems Inc. shall be allotted reasonable time to do so.

This warranty includes the explicit warranty of BRITESPAN Building Systems Inc. There are no other warranties expressed or implied. This warranty is made and is not to be replaced by any warranties of marketability or suitability for a particular purpose. Warranty specifications are applicable to units sold and erected in Canada and the United States only. Warranty may vary outside of those areas. Please contact your local authorized BRITESPAN Building Systems Inc. representative for more details.

WARRANTY REGISTRATION

Each BRITESPAN Building Systems Inc. building kit will be shipped with a warranty registration package. Follow all of the instructions in the package and return the warranty registration card filled out accompanied with photos as outlined in the package. All warranty registrations must be submitted for registration review within 60 days of building installation. A certificate of warranty will be issued to your local authorized BRITESPAN Building Systems Inc. representative once all of the requirements have been met for registration and approved by BRITESPAN Building Systems Inc.

A warranty certificate may be withheld if the building or any components are not assembled in accordance with the installation procedures indicated in the installation manual. A warranty certificate will be issued upon correction of identified deficiencies supported with new photographs to complete the verification.

If the building changes ownership, the new owner must apply for a warranty transfer to assume remaining years of warranty on the existing structure(s). Contact your local authorized BRITESPAN Building Systems Inc. dealer to obtain a transfer of warranty package. A one-time per transfer fee may apply.

STANDARD LIMITED WARRANTY COVERAGE PERIODS:

TABLE 3-1: STANDARD PRO-RATED WARRANTY COVERAGE PERIOD (YEARS)	
COMPONENT	ATLAS / GENESIS / APEX / EASY ACCESS SERIES
MAIN STRUCTURE COVER (NON-FR) ⁽⁴⁾	16
MAIN STRUCTURE COVER (FR) ⁽⁴⁾	10
END FABRIC (NON—FR) ⁽⁵⁾	3
END FABRIC (FR) ⁽⁵⁾	3
MAIN STEEL FRAMEWORK ⁽²⁾	15
END STEEL FRAMEWORK (HSS) ⁽³⁾	15

Building needs to be installed by factory trained approved and qualified personnel.

NOTES ON LIMITED WARRANTY COVERAGE PERIODS

- All repair or replacement costs are pro-rated as per table 3-1 on page one of this document. (1)
- Consists of main building trusses, purlins and manufactured brackets (2)
- Consists of vertical columns, horizontal members, and manufactured brackets. Does not include cables or fasteners. (3)
- Consists of main building cover panels only. Does not include any fastening system components (4)
- Consists of end enclosure panels only (standard FR & non-FR fabrics only). Does not include any fastening system components. End enclosure panels must be properly supported by a BRITESPAN Building Systems Inc. end support system or an alternative system designed and engineered to match the end panel fastening system. The alternative system must also meet site wind load and building safety requirements as per engineer requirements. (5)

STANDARD TERMS OF LIMITED WARRANTY COVERAGE

Should any components be found to have manufacturer's defects under normal use, the defect(s) will be repaired or the components replaced, at the discretion of BRITESPAN Building Systems Inc. The building owner will be responsible for the cost of the repair or replacement parts pro-rated per year following the original purchase date, plus the cost of delivery and installation of replacement parts, if required. All replacement parts are F.O.B. Lucknow, Ontario, Canada. Any parts requiring replacement under this warranty are subsequently warranted only for the remaining time period of the unexpired portion of the warranty that is applicable to the original product.

Due to continual product development, over time certain fabric colours or steel components may become unavailable. In those incidents, BRITESPAN Building Systems Inc. reserves the right to substitute replacement components with those that are comparable in function, quality, and price to the original. BRITESPAN Building Systems Inc. is neither responsible nor liable if the replacement component varies in appearance from the original.

LIMITS AND RELEASE OF LIABILITY

This warranty does not apply to defects or damages resulting from a) improper installation and /or installation that is not in accordance with BRITESPAN Building Systems Inc. installation manuals and procedures; b) improper or inadequate maintenance of the structure; c) any modification or alteration of the product; d) misuse, neglect, or abuse of the product; e) accident; f) repair or alteration by an unauthorized BRITESPAN Building Systems Inc. dealer; g) integration of products or accessories not manufactured specifically for use in a BRITESPAN Building Systems Inc.; h) exposure to corrosive elements; i) corrosion resulting from structure applications, environment within the structure, and/or insufficient maintenance or any cause other than a defect in an item's described corrosion protection; j) use of abrasive cleaning methods, chemicals, or solvents; k) exposure to conditions in excess of, or not meeting, as the case may be, wind and snow load specifications for building model; l) design of foundation and/or installation and/or deficiency in the foundation; m) product upgrades; n) product recall; o) normal wear and tear; p) wear caused by multiple installations; q) storage and/or handling of building components; r) an act of God; s) This warranty does not apply to cosmetic defects or deterioration, including discolouration.

BRITESPAN Building Systems Inc. will not be liable for any damages incurred during or as a result of installation of a BRITESPAN Building Systems Inc. product, whether or not in accordance with the installation instructions. In no event will BRITESPAN Building Systems Inc., any distributor, or the selling dealer be liable for any direct, indirect, special, incidental, or consequential damages (including loss of profit, loss of time, inconvenience, or the use or inability to use this product for any purpose whatsoever), whether based on contract, tort, strict liability or any other legal basis; even if BRITESPAN Building Systems Inc., its distributor, or selling dealer was advised of the possibility of the occurrence of such damages. By registering for and taking benefit of the warranty, the building owner expressly releases and discharges BRITESPAN Building Systems Inc., all distributors, and all dealers from all claims, causes of action, demands, actions, suits, judgments and executions for any actual, incidental or consequential damages, bodily or otherwise, that the building owner ever had, now has, or may have by reason of the assembly, erection, use and/or operation of any BRITESPAN Building Systems Inc. All references to building owners, BRITESPAN Building Systems Inc., all distributors and all dealers, include such parties' spouse, heirs, successors, legal representatives and assigns.

BRITESPAN Building Systems Inc. and its authorized dealers are independent businesses; authorized dealers are not agents or legal representatives of BRITESPAN Building Systems Inc. Authorized dealers have no right or authority to assume or create any legal obligation or responsibility, express or implied, on behalf of BRITESPAN Building Systems Inc., or to bind BRITESPAN Building Systems Inc. in any manner whatsoever. BRITESPAN Building Systems Inc. shall have no liability for any acts, errors, omissions, workmanship, supplies, advice, representations or misrepresentations of any authorized dealer.

Certificate of Registration

This is to certify that QUASAR has certified:



Head Office & Design Office: 37651 Amberly Road, R R # 1, Lucknow, ON N0G 2H0
Plant: 71 North Street West, Wingham, ON N0G 2W0
Plant: Farley Group, 6 Kerr Crescent, Puslinch, ON N0B 1J0

to the Certification Standard:

CSA A660-10

"Certification of Manufacturers of Steel Building Systems"

Initial Registration
24 September 2010

Date of Issue
25 September 2014

Date of Expiry
24 September 2015

Certificate Number
OLYMP0

Scope: Design and manufacture steel building systems



A handwritten signature in black ink, appearing to be a stylized "A" or similar character, positioned above a horizontal line.

Registrar



Refer to www.cwbgroup.org for current certification status.



5476 Ament Line, Linwood, Ontario, Canada

519-698-2440

January 23rd, 2015

To whom it may concern:

This is to certify that J.M. Lahman, as a supplier to Britespan Building Systems, does purchase raw goods for tubular product from U.S. steel sources such as Nucor Steel, that is used for the manufacturing of Britespan USA buildings.

Regards,

*Jonathan Klassen
Steel Tubing Sales
J.M. Lahman Mfg. Inc.
5467 Ament Line
Linwood, ON N0B 2A0
519-698-2440 x 213 (office)*

Nucor Canada Inc.
1455 Lakeshore Rd - 204 N.
Burlington, Ontario
Canada L7S 2J1

TEL (905) 634 6868
FAX (905) 634 6865

NUCOR
Nucor Canada Inc.

January 23, 2015

To whom it may Concern:

This is to confirm that J M Lahman is a Nucor Canada customer. We supply J M Lahman with steel coils melted and manufactured at our Nucor Steel Mills in the United States of America.

Please contact me if you have any questions or concerns.

Regards,



Orlando Tesolin
Sales and Marketing Manager
Nucor Canada Inc.

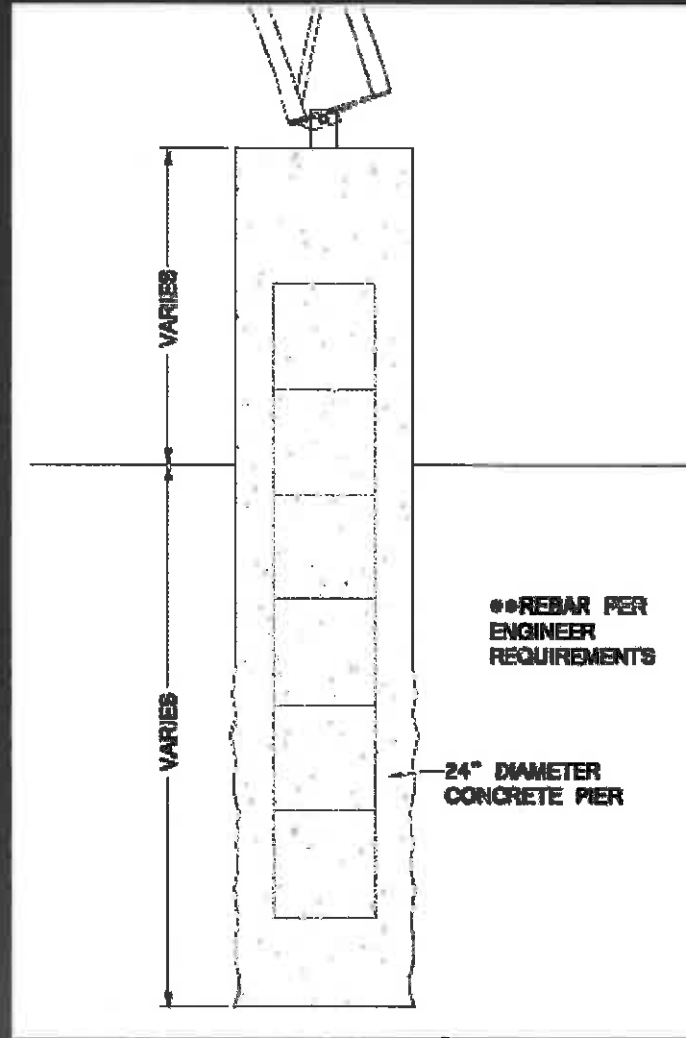
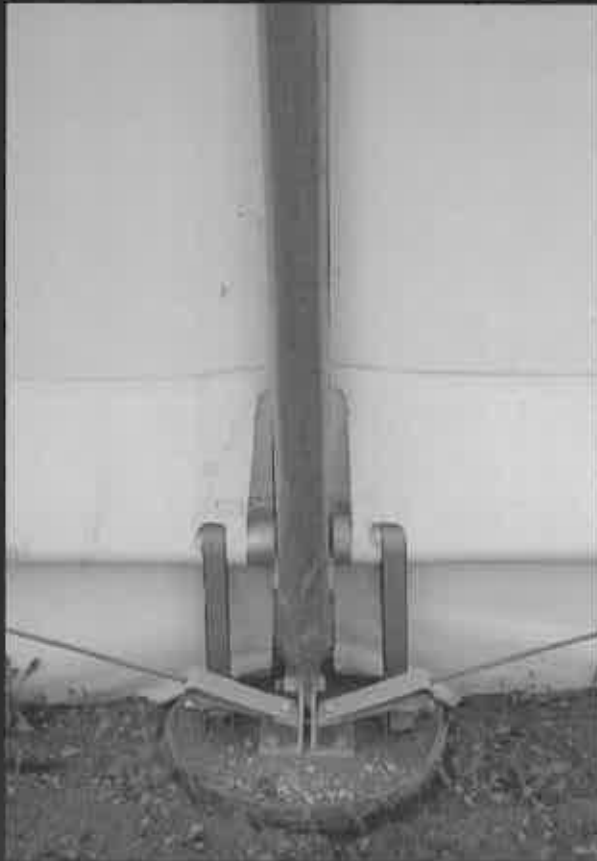
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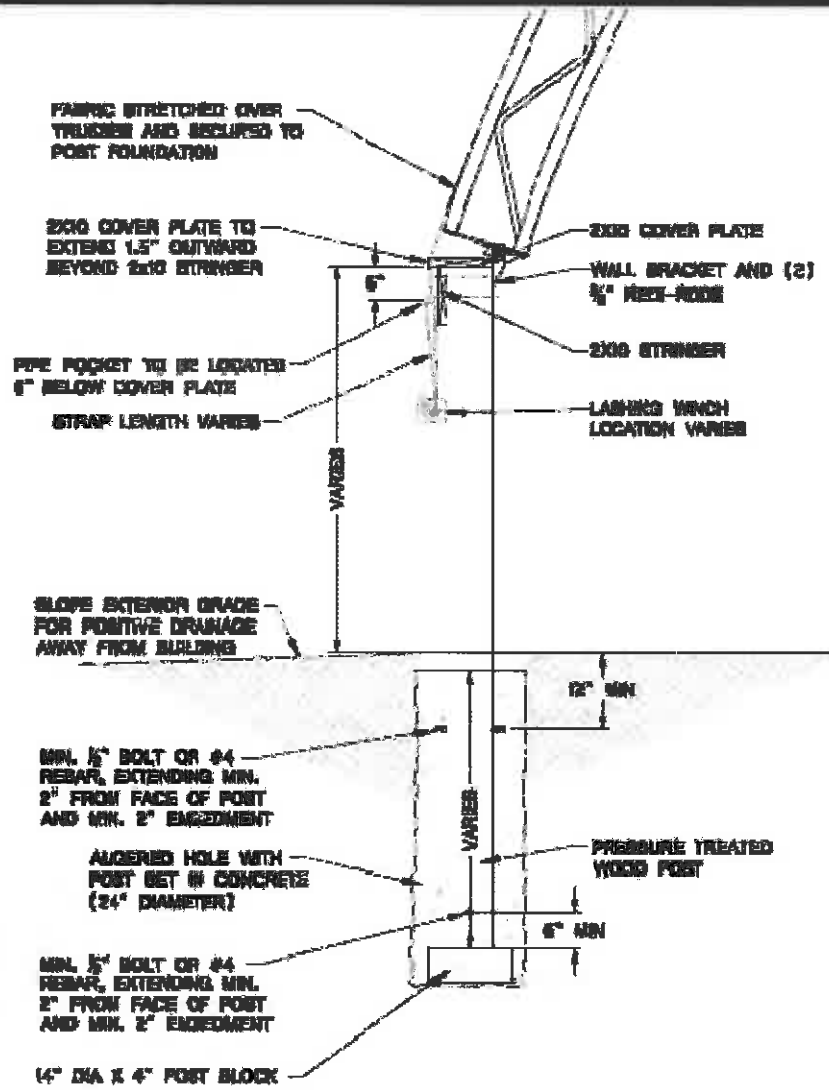
BRITESPAN BUILDING SYSTEMS



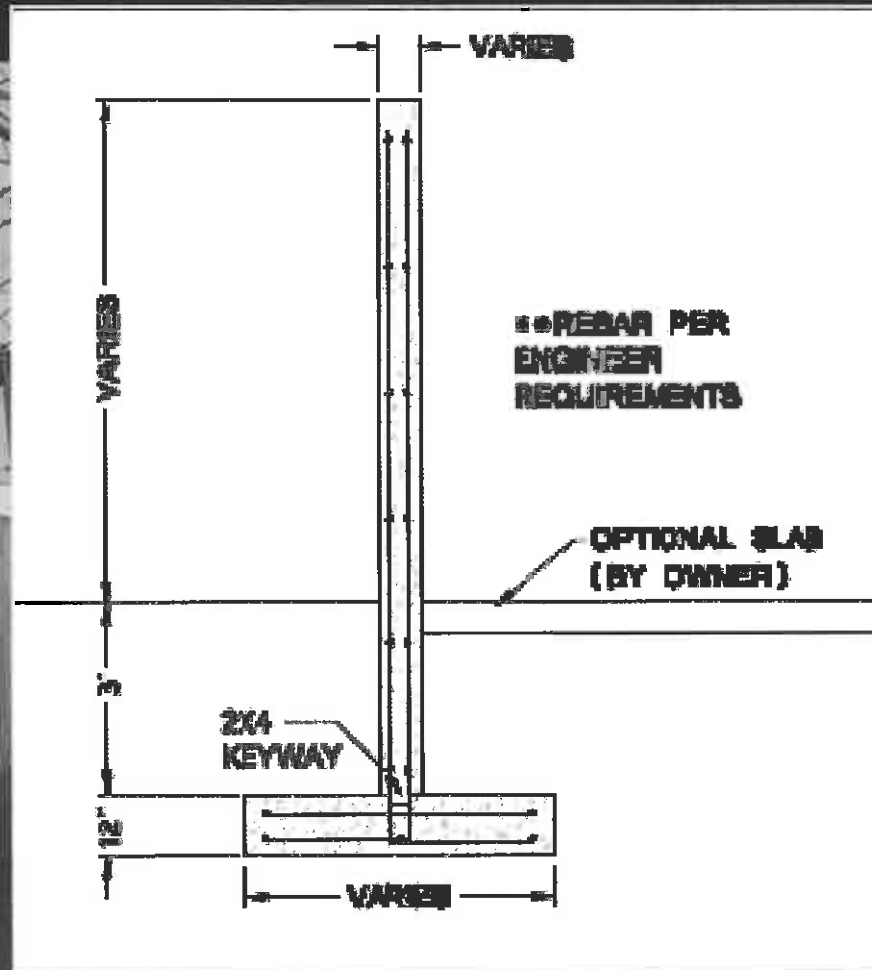
CONCRETE PIERS



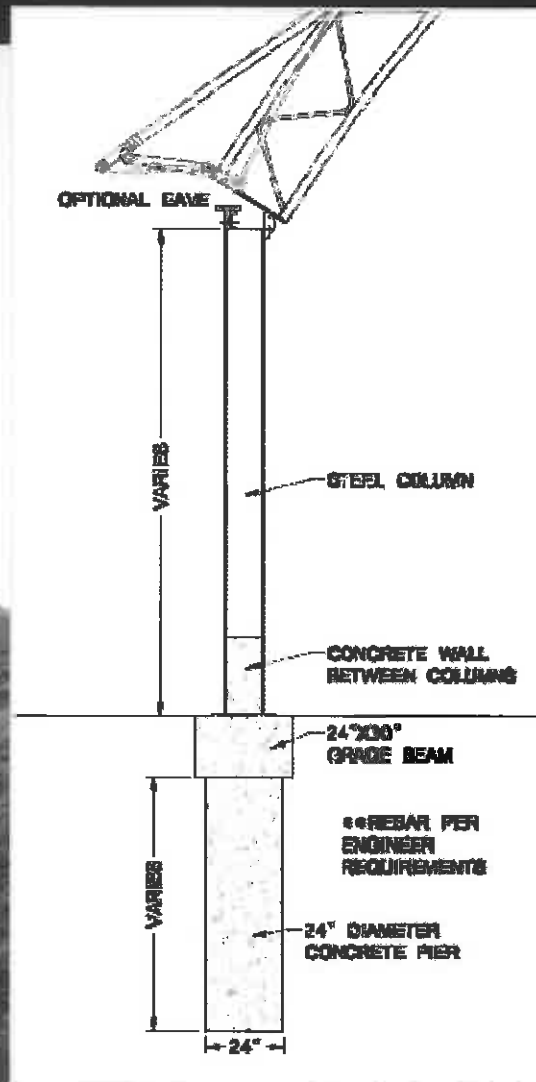
POST MOUNT



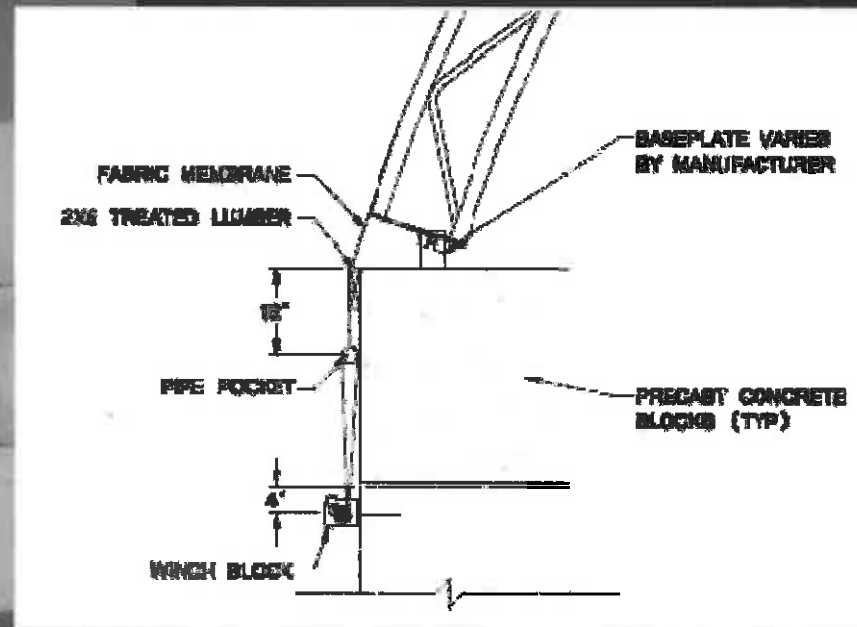
POURED WALL



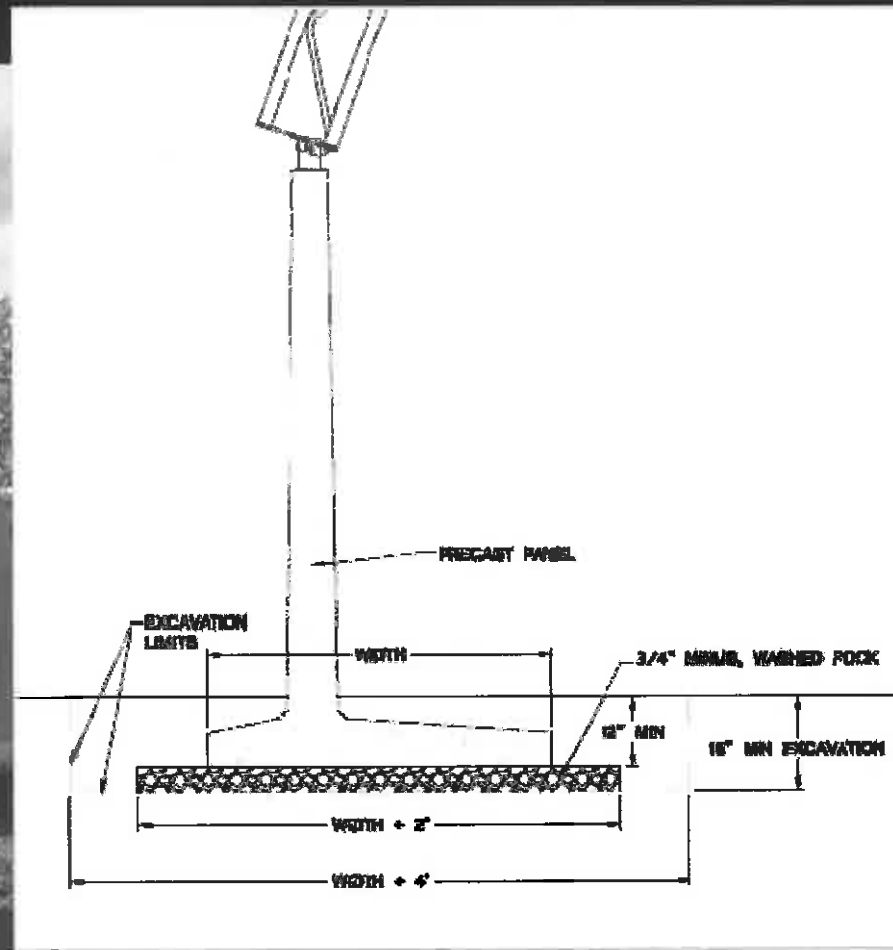
STEEL I-BEAMS



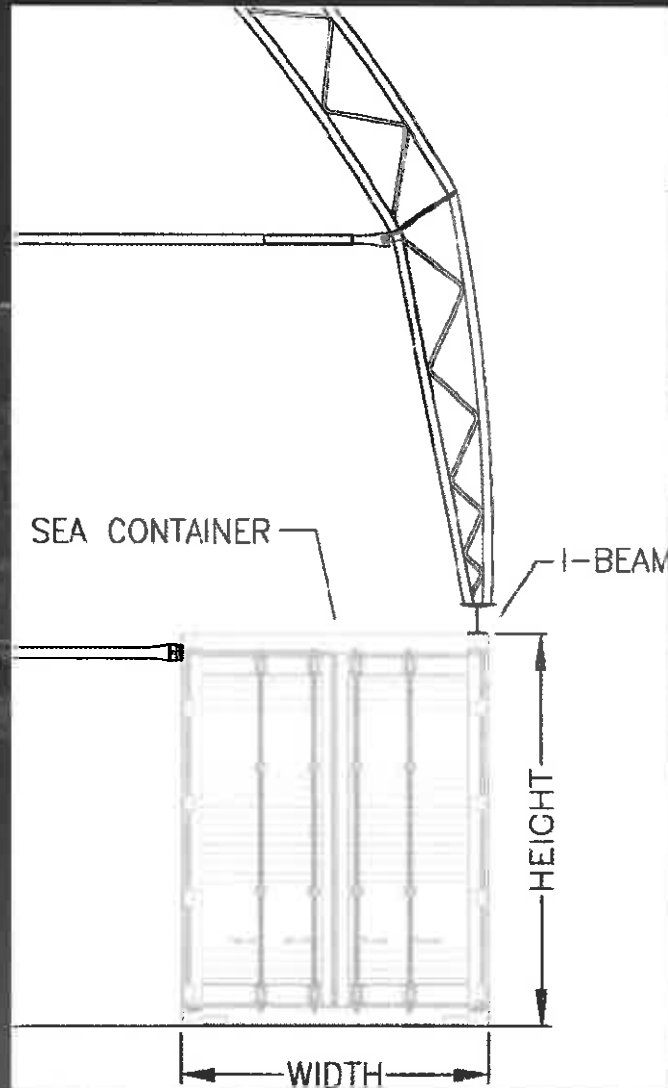
MEGA BLOCKS



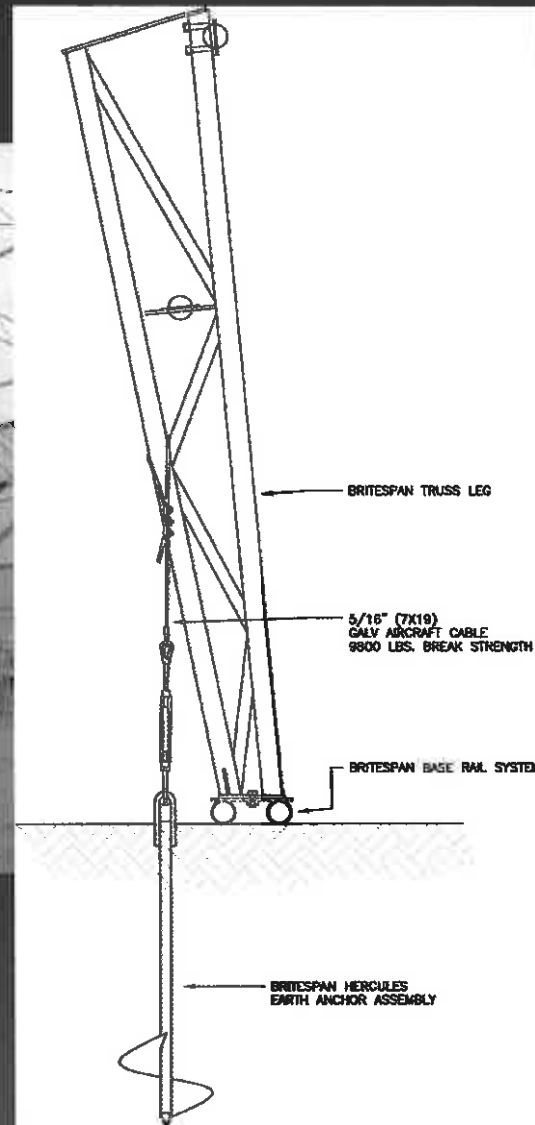
ENGINEERED T-PANEL



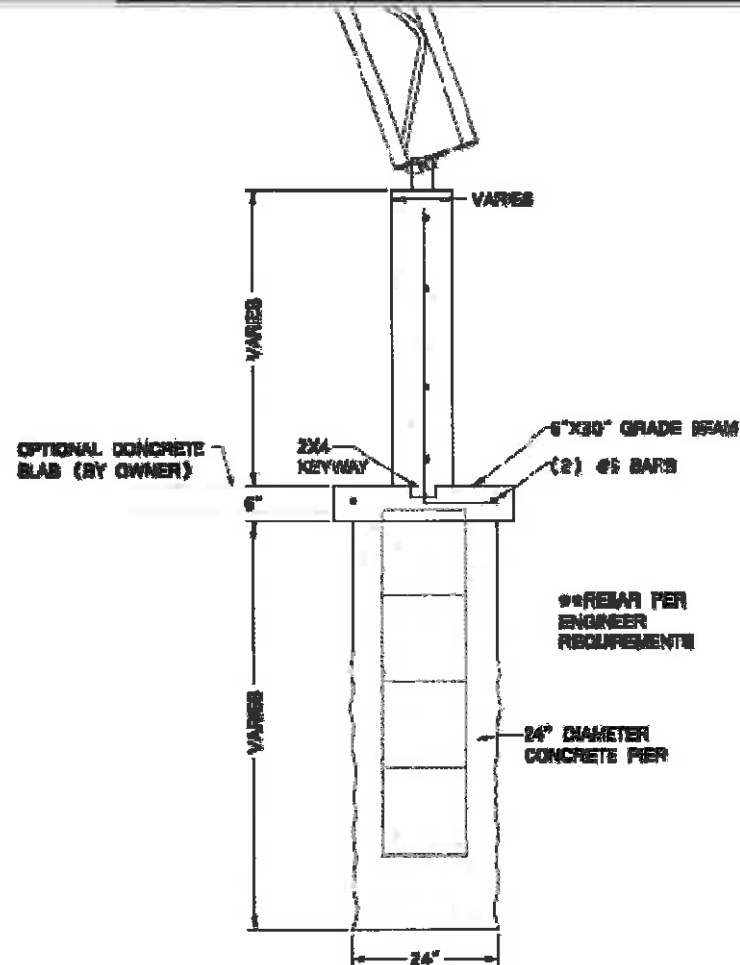
SEA CONTAINERS



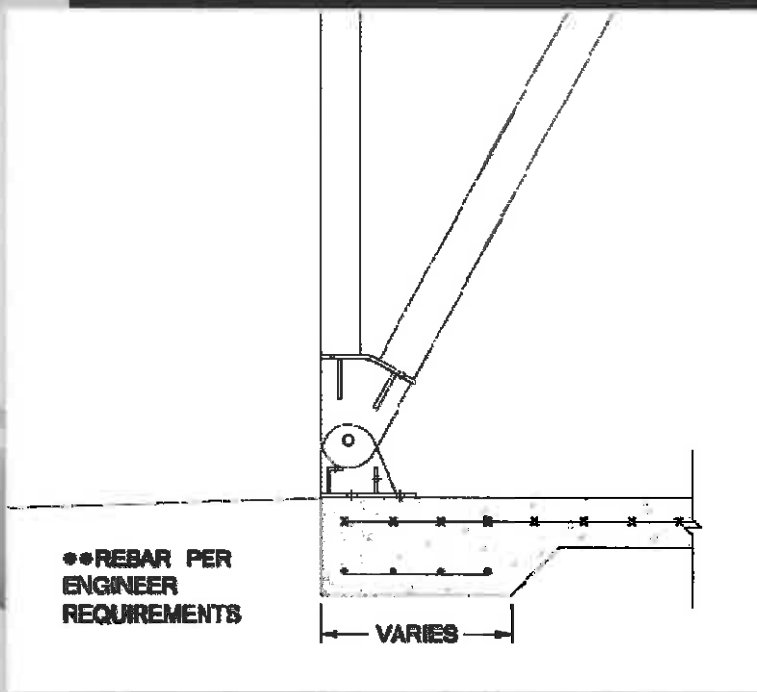
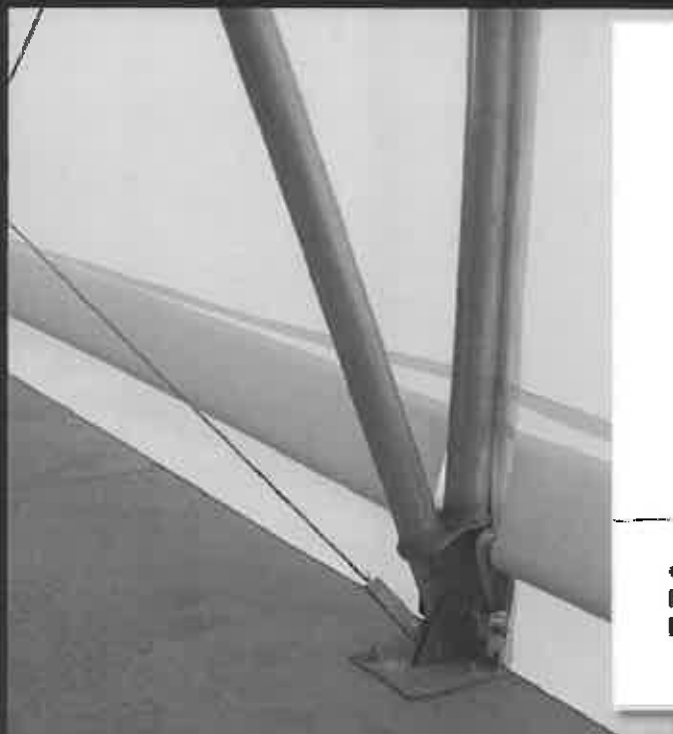
BASE RAIL SYSTEM



PIER/ GRADE BEAM/ KNEE WALL



FLOATING SLAB



INSURABILITY

DON'T LET A COMPANY SELL YOU A BUILDING THAT DOES NOT COMPLY WITH THE BUILDING CODE JUST BECAUSE YOUR SITUATION DOES NOT MANDATE IT.

MANY INSURANCE COMPANIES WILL SELL YOU A POLICY AND COLLECT YOUR PREMIUMS. THEN, WHEN THERE IS A CLAIM, THEY WILL REFUSE TO PAY IT IF THE BUILDING DOES NOT COMPLY WITH THE BUILDING CODE.

LIABILITY

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





DESIGNED OR ENGINEERED?



WHICH WOULD YOU PREFER?

ENGINEERED FOR THE SITE

OR

DESIGNED FOR THE SITE



SERVICE



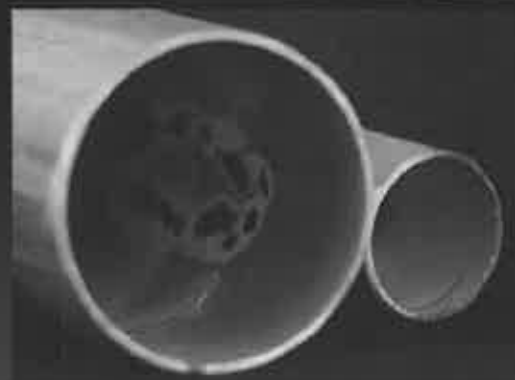
WHICH WOULD YOU PREFER?

EXPERIENCED DEALER NETWORK OR COMPETITION'S CALL CENTER

GALVANIZING

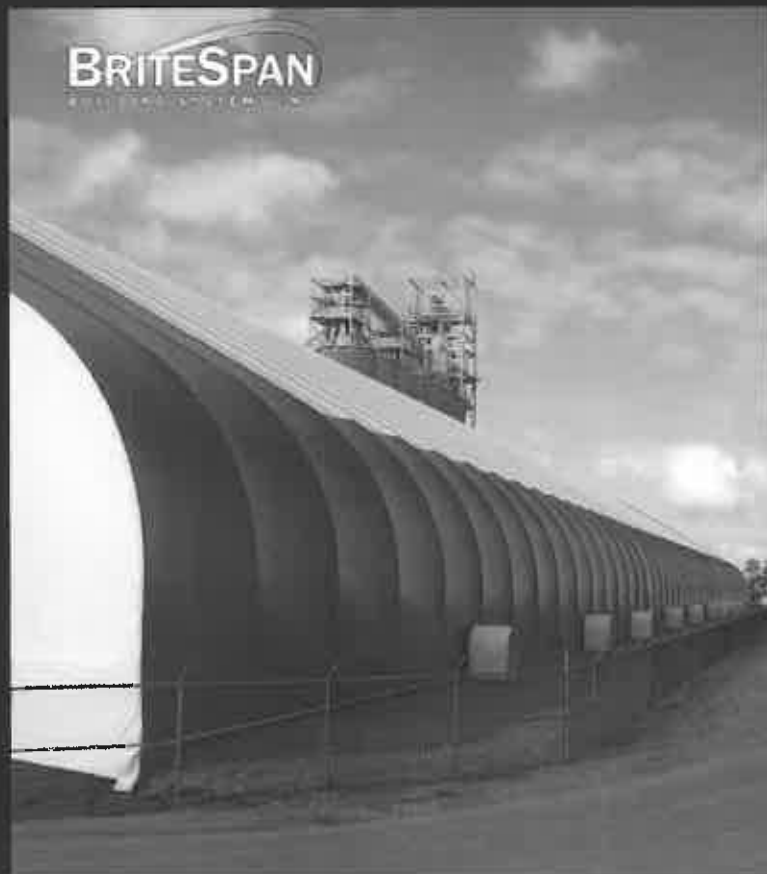


POST PRODUCTION HOT DIPPED
GALVANIZED

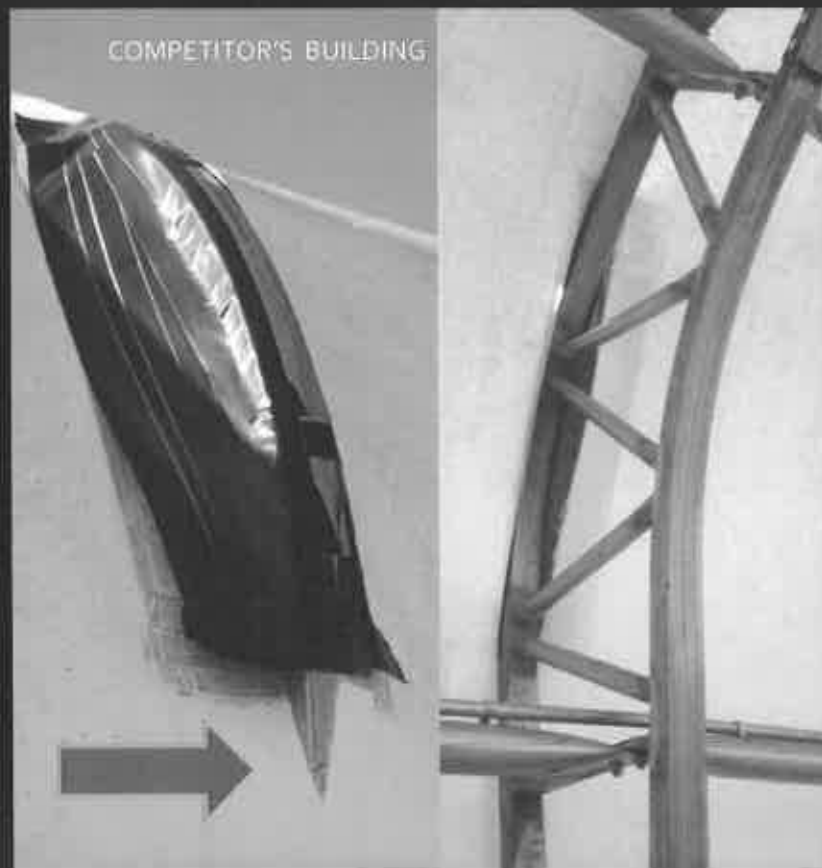


IN-LINE OR TRIPLE COAT
FINISH

ROUND OR SQUARE TUBING?

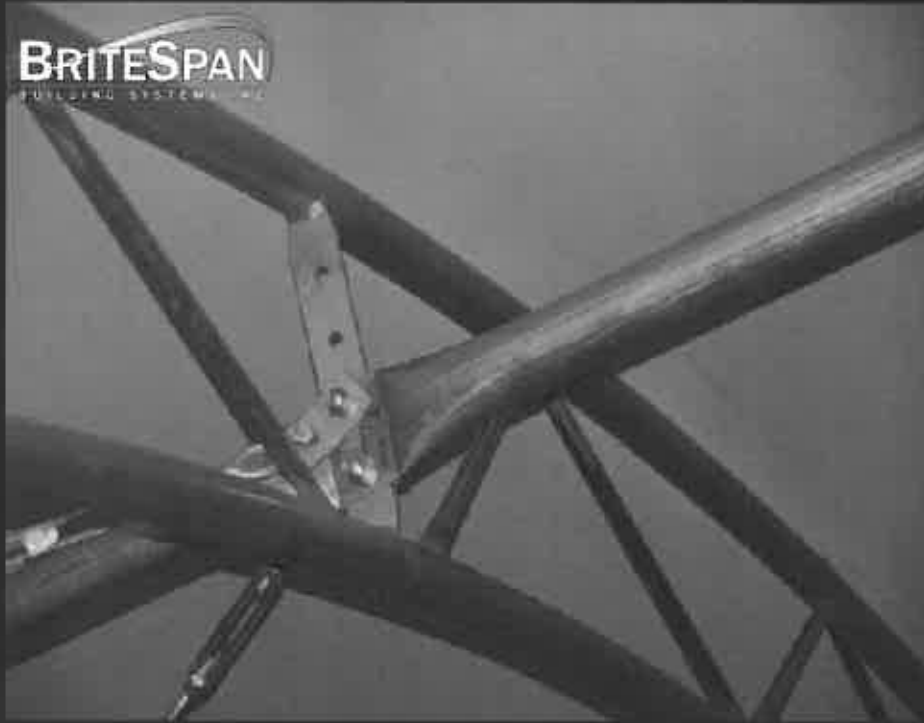


ROUND TUBING INCREASES THE
LIFE OF THE FABRIC AS THE EDGES
ARE BLUNT WHERE THE FABRIC RIDES



SQUARE TUBING ACTS LIKE A KNIFE
AND CUTS THROUGH THE FABRIC
UNDER TENSION

PURLIN ATTACHMENT



DOUBLE BOLTED TO AN ENGINEERED
STRUCTURAL MEMBER



FLOATING FORK CONNECTION?



PURLIN SIZE AND CONSTRUCTION



1 PIECE CONSTRUCTION FOR MAXIMUM STRENGTH



UNIVERSAL 1 SIZE FITS ALL CONSTRUCTION 3 TEK SCREWS OF STRENGTH

CABLES



**BOLTED AND PINNED TO AN ENGINEERED
STRUCTURAL TRUSS MEMBER**



**CABLES WRAPPED AROUND SADDLE
BRACKETED PURLINS**



WINCH or RATCHET



10,000 lb WINCH BLOCKS FOR
ALL COVER ATTACHMENT

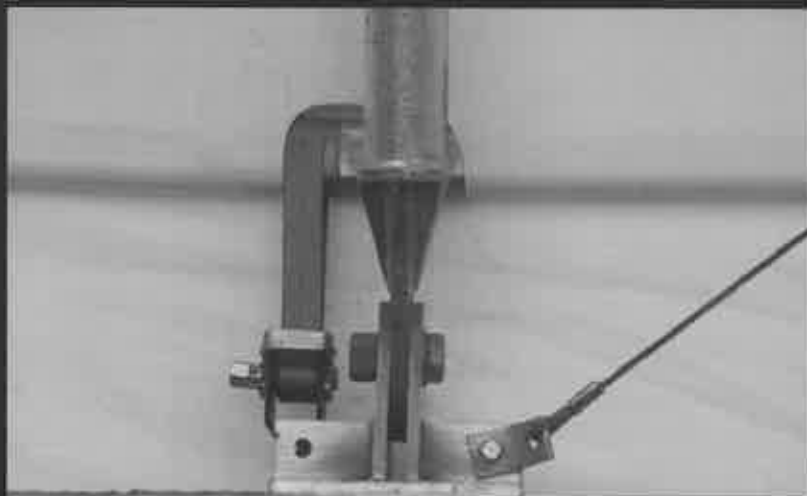


COMPETITOR'S BUILDING

RATCHET STRAP COVER ATTACHMENT



TENSION PIPE SIZE

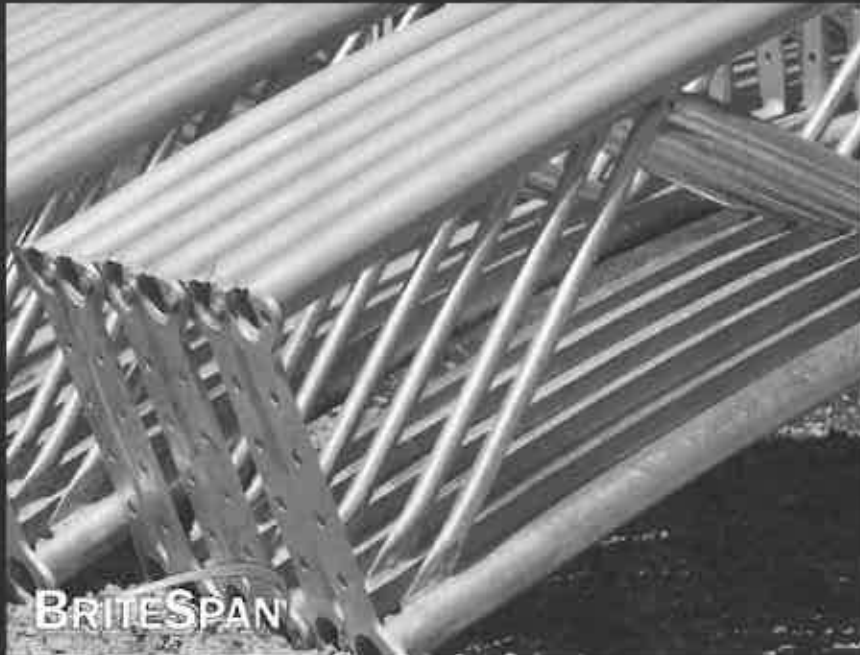


BRITESPAN USES LARGE AND/OR OVAL
TENSION PIPE TO MAINTAIN PROPER
TENSION OF THE COVER



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

TRUSS DEPTH



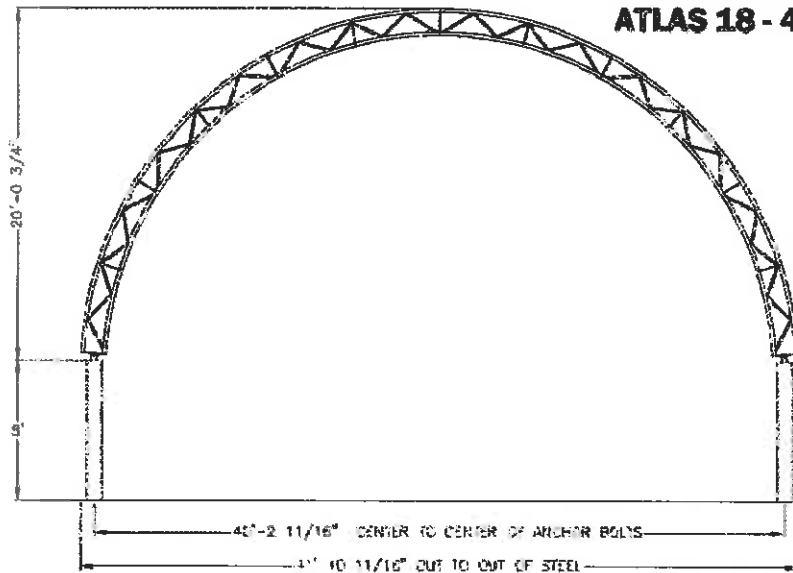
BRITESPAN'S TRUSSES START AT 18" DEEP



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

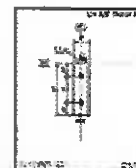
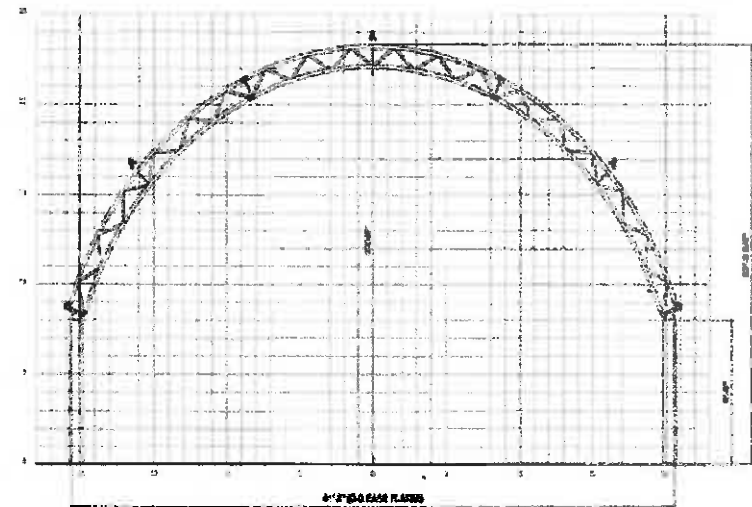
TRUSS WEIGHT

ATLAS 18 - 42' W



BRITESPAN BUILDING SYSTEMS		37801 Ambush Street Ludlow, OH, 43032 Tel: 7-519-528-2888 Tel: 7-519-528-2881	18181	18181	18181
REVISION	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE
1	15 FEB 13	THIS DRAWING IS PROPERTY OF BRITESPAN AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF BRITESPAN. IT IS NOT TO BE USED FOR ANY OTHER PROJECT.	12	12	12
2					
3					

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

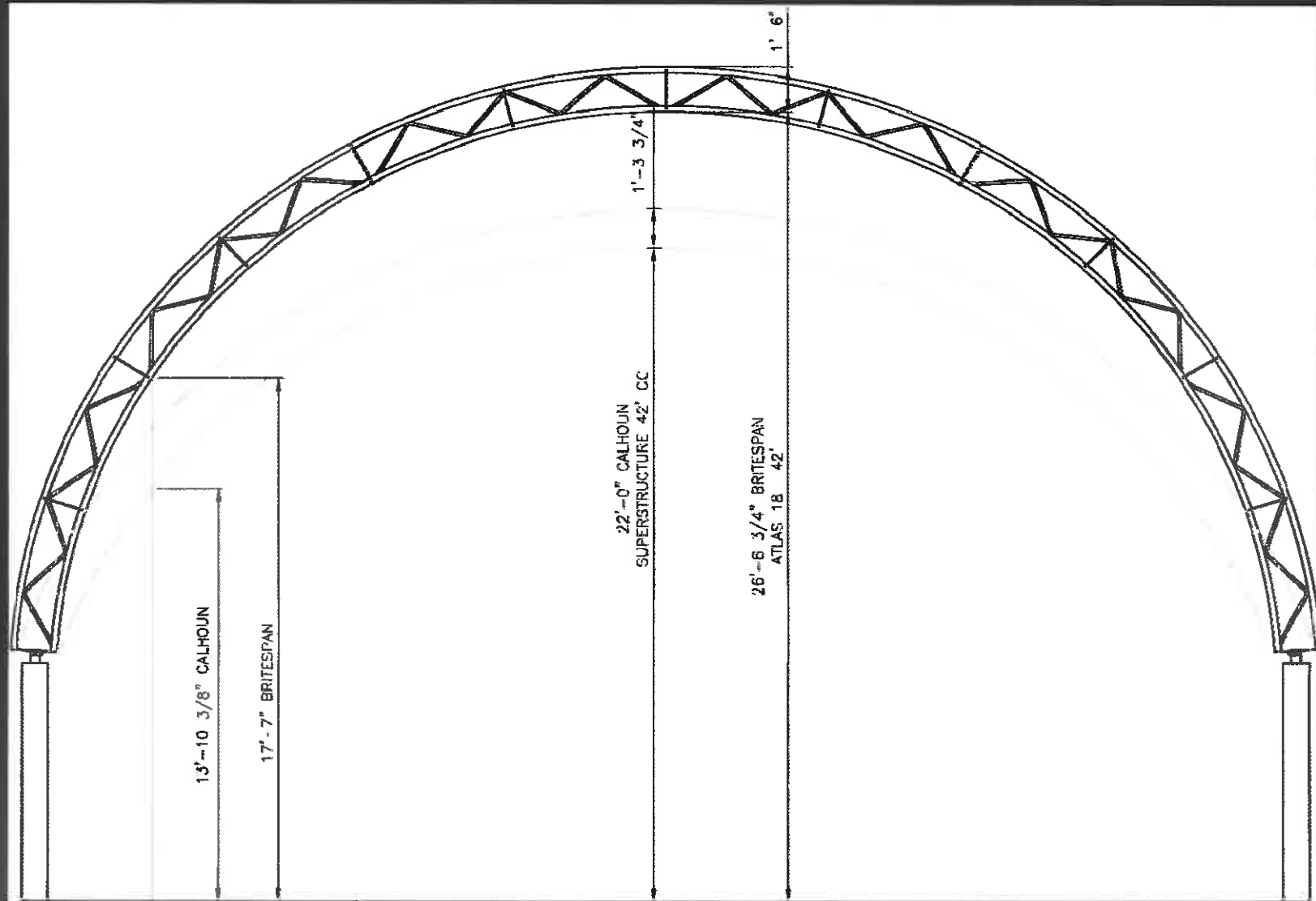


42' CC TRUSS COMPONENT SCHEDULE		
ITEM	QUANTITY	WEIGHT
1	1	42.00
2	1	42.00
3	1	42.00

42' CC TRUSS COMPONENT SCHEDULE	42' CC TRUSS COMPONENT SCHEDULE
42' CC TRUSS COMPONENT SCHEDULE	42' CC TRUSS COMPONENT SCHEDULE
42' CC TRUSS COMPONENT SCHEDULE	42' CC TRUSS COMPONENT SCHEDULE
42' CC TRUSS COMPONENT SCHEDULE	42' CC TRUSS COMPONENT SCHEDULE
42' CC TRUSS COMPONENT SCHEDULE	42' CC TRUSS COMPONENT SCHEDULE

**A COMPETITOR'S 42' TRUSS
WEIGHS 361 POUNDS**

TRUSS CLEARANCE



IN MANY CASES, BRITESPAN BUILDINGS OFFER MORE HEADROOM THAN THE COMPETITION



FABRIC CONSTRUCTION



EVERY BRITESPAN COVER IS HEAT WELDED
FOR UNMATCHED DURABILITY



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



NATURAL LIGHT



BRITESPAN BUILDING ON AN OVERCAST
DAY WITH LIGHTS TURNED OFF



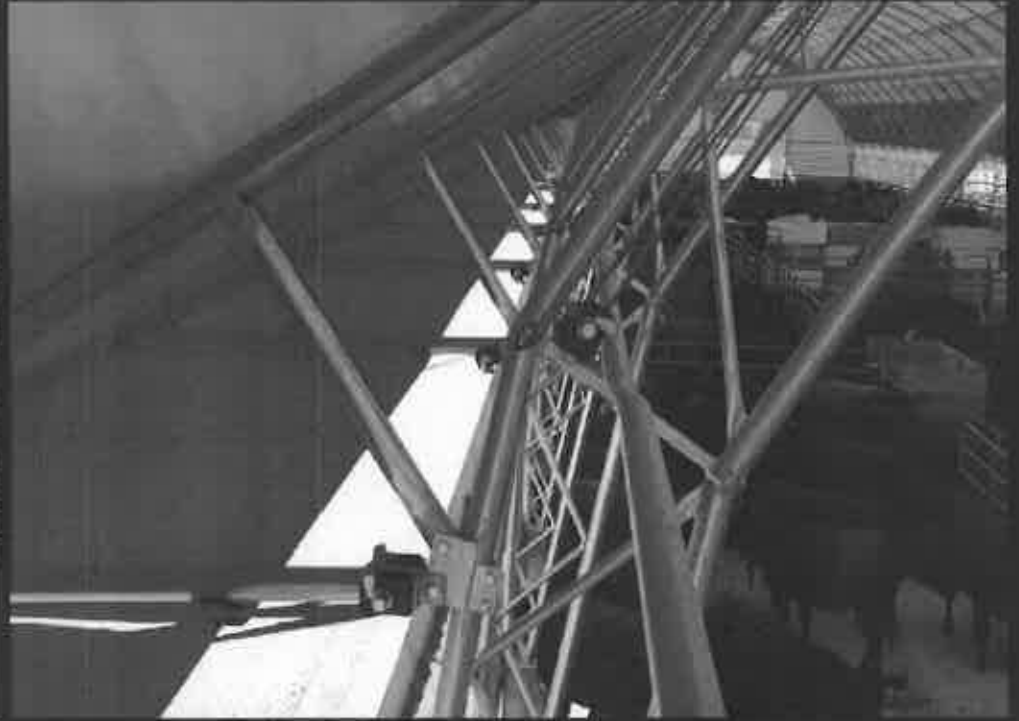
POLE BARN WITH SKYLIGHT AND WINDOWS
ON A SUNNY DAY WITH LIGHTS ON



CUSTOMIZATION



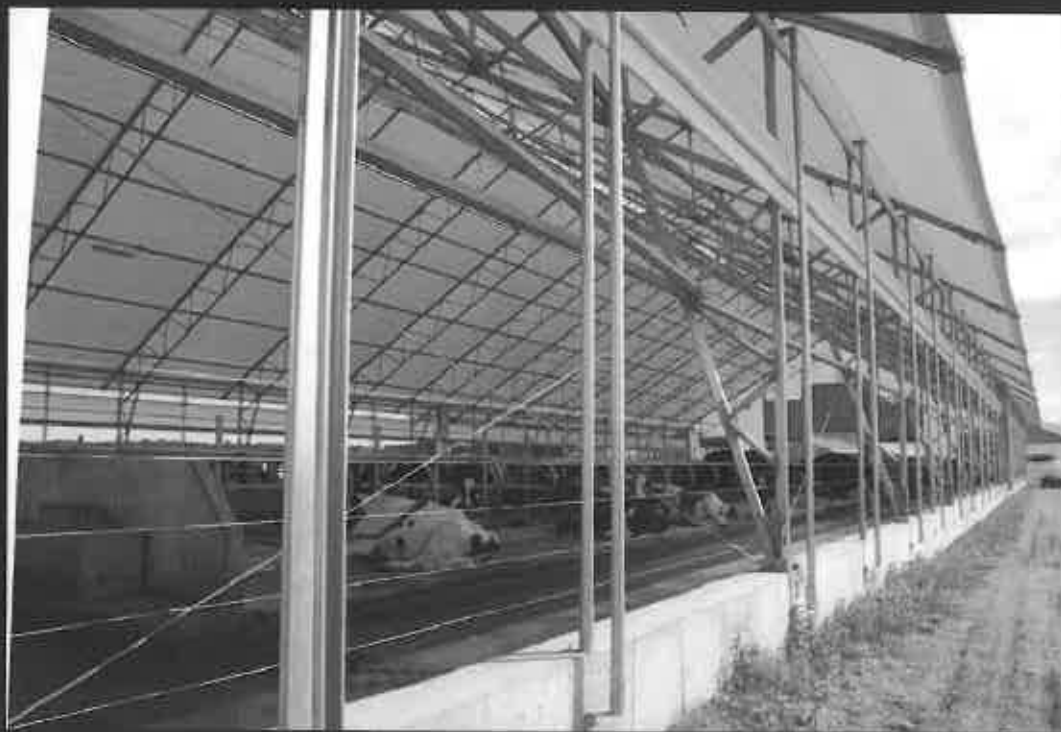
EAVES



RIDGE VENTS



CURTAINS



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Cover-All Builders of WV, Inc. Signed: [Signature]

Date: 3-30-15 Title: Vice President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cover All Building of WV, Inc.

Authorized Signature: [Signature] Date: 3-30-15

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 30 day of March, 2015

My Commission expires June 28, 2015

AFFIX SEAL HERE

NOTARY PUBLIC Ann Bradley Votaw

Purchasing Affidavit (Revised 07/01/2012)

