



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

State of West Virginia
Request for Quotation

Proc Folder: 30811

Doc Description: CHP Eleanor Clamshell Buidling Repair

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-10	2014-10-07 13:30:00	CRFQ 0603 ADJ1500000001	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:

10/14/14 11:46:42AM
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
3045582544
tara.l.yle@wv.gov

Signature X

FEIN # 55-0648251

DATE 10/14/2014

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

The WV Purchasing Division for the agency, WV National Guard, Division of Engineering and Facilities, is soliciting bids for a one-time purchase for all labor, materials and all associated costs to repair a Clamshelter tension fabric building located at the Eleanor CHP located at 110 Army Navy Drive Red House, WV 25168, per the attached specifications. ***** There will be a mandatory pre-bid meeting held on 9/23/14 at 10:00 am at the facility location. *****

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Building Construction Alternate Bid	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Alternate Bid #1 - Construction services to provide and install a new 12' x 12' roll-up door at the Clamshelter tension fabric building at the Eleanor (CHP) Facility located at 110 Army Navy Drive, Red House, WV 25168. See attached specifications.

ADJ1500000001	Document Phase Final	Document Description CHP Eleanor Clamshell Buidling Repair	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:

September 23, 2014 at 10:00 am

Eleanor CHP
110 Army Navy Drive
Red House, WV 25168

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: September 24, 2014 by 12:00 pm

Submit Questions to: Tara Lyle

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Tara.L.Lyle@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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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 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: October 7, 2014 at 1:30 pm

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.

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 120 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 100% of contract value. 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 \$1,000,000.00
_____ 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.

☒ WV Contractor's License

☐☐☐

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 _____
for _____
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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: DANHILL CONSTRUCTION COMPANY

Contractor's License No. WV 001196

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

DANHILL CONSTRUCTION COMPANY
(Company)

Robert D. Hill Robert DAN HILL, Pres.
(Authorized Signature) (Representative Name, Title)

(304) 632-1600 (304) 632-1501 10/14/2014
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Eleanor CHP Clamshelter® Tension Fabric Building Repairs

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard's Division of Engineering and Facilities to establish a contract for the one-time purchase of labor, materials, and all associated costs to repair the Eleanor Controlled Humidity Preservation (CHP) Clamshelter® tension fabric building as manufactured by Clamshell Buildings, at 110 Army Navy Drive, Red House, WV 25168.

The project encompasses demolition and removal of damaged end of Clamshelter® building, selective concrete demolition, existing trench infill, new concrete curb and foundation areas, replacement of fabric at interior crossover, miscellaneous fabric repair, miscellaneous frame repair and cable re-tightening, door and frame replacement, and riprap ditch placement.

There will be a mandatory pre-bid meeting held on September 23, 2014 at 10:00 am at the Eleanor CHP facility located at 110 Army Navy Drive Red House, WV 25168. Vendors are encouraged to submit questions at least five business days prior to the scheduled pre-bid. Any questions submitted 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. Requests for substitution should be submitted prior to the pre-bid meeting.

Vendors may also submit questions to the Purchasing Division Buyer by September 24, 2014 by 12:00 pm. More information regarding the mandatory pre-bid meeting and vendor question deadline may be found in the Instructions to Vendors Submitting Bids section of this solicitation.

Plans and specifications may be obtained by contacting Charleston Blueprint at 1203 Virginia Street, East, Charleston, WV 25301; 304-343-1063 (phone) or 304-343-1095 (fax). The cost for plans and specifications is approximately \$150.00.

REQUEST FOR QUOTATION
Eleanor CHP Clamshelter® Tension Fabric Building Repairs

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 the provision of labor, materials, and all associated costs to repair the Eleanor CHP Clamshelter® building, per the scope of work and the specifications and drawings referenced herein.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page or Bid Form is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 "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 #1- BASE BID: Labor, materials, and all associated costs to repair the damaged end of the Clamshelter® building and rehabilitate drainage areas.

3.1.1.1 Contractor must demolish and remove portions of wind damaged existing Clamshelter® building as required to complete the renovation work in accordance with the drawings and specifications including the use of Clamshell Building, Inc. (or equal) tension fabric materials in order to maintain the original structure's manufacturer's warranty.

3.1.1.2 Contractor must demolish and remove selective areas of concrete, fill existing trench areas, and place a riprap ditch as indicated in the drawings and specifications.

3.1.1.3 Contractor must install new concrete curb and foundation in accordance with the drawings and specifications.

REQUEST FOR QUOTATION
Eleanor CHP Clamshelter® Tension Fabric Building Repairs

3.1.1.4 Contractor must make miscellaneous fabric and frame repairs and re-tighten cable as required in accordance with the drawings and specifications.

3.1.1.5 Contractor must replace doors and frames as indicated in the drawings and specifications.

3.1.2 Contract Item #2 – ALTERNATE BID ITEM #1: Provide and install a new 12' x 12' Roll-up Door in lieu of the Double Door specified in the BASE BID.

3.1.2.1 If Alternate Bid is selected, Contractor must provide and install a new 12'x12' roll up door in place of the double door indicated on the base bid in accordance with the drawings and specifications.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for the total of Contract Item #1 BASE BID. If funding is available, Contract Item #2 ALTERNATE BID will be considered and the award made to the Vendor with the lowest total price of Contract Item #1 – BASE BID and Contract Item #2 – ALTERNATE BID ITEM as shown on the Pricing Pages/Bid Form.

4.2 Pricing Page: Vendor should complete the Pricing Pages/Bid Form by completing the attached bid form from the specification manual. Contract Item #1 is a BASE BID for the complete repair of the Clamshelter® building and including concrete rehabilitation and drainage repairs. Contract Item #2 (ADD ALTERNATE #1) to the base bid of Contract Item #1 is to replace "new fabric end wall with Double door" with "new fabric end wall with 12'x12' Roll-Up Door and all work associated with execution of those items. Vendor should complete the Pricing Pages/Bid Form in full as failure to complete the Pricing Pages/Bid Form in their entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
Eleanor CHP Clamshelter® Tension Fabric Building Repairs

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page/Bid Form to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Payment will be made in accordance with the percentage of completed work for the approved schedule of values for such work.

Project is to be completed within 120 calendar days after issuance of notice to proceed.

6. VENDOR DEFAULT:

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

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

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

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

6.1.4 Failure to remedy deficient performance upon request.

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

6.2.1 Immediate cancellation of the Contract.

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

6.2.3 Any other remedies available in law or equity.



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

State of West Virginia
Request for Quotation

Proc Folder: 30811

Doc Description: Addendum No. 1 - See attached pages. CHP Clamshell Bldg.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-24	2014-10-10 13:30:00	CRFQ 0603 ADJ1500000001	2

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:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.yle@wv.gov

Signature X

FEIN # 55-0648251

DATE 10/14/2014

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Addendum No. 1 - To extend the question submission deadline, to extend the bid opening date and provide the pre-bid sign-in sheet for the CHP Eleanor Clamshell Building Repair. The WV Purchasing Division for the agency, WV National Guard, Division of Engineering and Facilities, is soliciting bids for a one-time purchase for all labor, materials and all associated costs to repair a Clamshelter tension fabric building located at the Eleanor CHP located at 110 Army Navy Drive Red House, WV 25168, per the attached specifications. ***** There will be a mandatory pre-bid meeting held on 9/23/14 at 10:00 am at the facility location. *****

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Building Construction Alternate Bid	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Alternate Bid #1 - Construction services to provide and install a new 12' x 12' roll-up door at the Clamshelter tension fabric building at the Eleanor (CHP) Facility located at 110 Army Navy Drive, Red House, WV 25168. See attached specifications.

ADJ1500000001	Document Phase Final	Document Description Addendum No. 1 - See attached pages. CHP Clamshell Bldg.	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ADJ1500000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ADJ1500000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening has moved from 10/07/2014 to 10/10/2014 (Friday). The bid opening time remains at 1:30 pm.
2. The question deadline has been extended from 09/24/2014 by 12:00 pm to 09/29/2014 at 1:00 pm.
3. Pre-bid sign-in sheet attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ELEANOR - CHP

SIGN IN SHEET

Request for Proposal No. ADT150000001

PLEASE PRINT

Page 1 of 1

Date: 9-23-2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Dual Const Management</u>	<u>PO Box 401</u>	PHONE <u>304-347 8820</u>
Rep: <u>John W Harrison</u>	<u>Charleston WV 25322</u>	TOLL FREE
Email Address: <u>harrison2369@gmail.com</u>		FAX <u>304-347 8821</u>
Company: <u>Danhill construction Co.</u>	<u>PO Box 685</u>	PHONE <u>304-632-1600</u>
Rep: <u>Larry Burns</u>	<u>Gauley Bridge WV 26035</u>	TOLL FREE
Email Address: <u>lmburns9@aol.com</u>		FAX <u>304-632-1501</u>
Company: <u>MOMENT ENGINEERS</u>	<u>179 SUMMIT ST</u>	PHONE <u>304 414 4000</u>
Rep: <u>DOUGLAS RICHARDSON</u>	<u>SUITE 603</u>	TOLL FREE
Email Address: <u>DRR@MOMENTENGINEERS.COM</u>	<u>CHARLESTON WV 25301</u>	FAX <u>304 414 4001</u>
Company: <u>WYANG - PROCUREMENT ANALYST</u>		PHONE <u>304-561 6654</u>
Rep: <u>CHUCK EDLMAN</u>		TOLL FREE
Email Address: <u>charles-a.bowman26.nfy@mail.mil</u>		FAX <u>304-561 6458</u>
Company: <u>" "</u>		PHONE
Rep: <u>SGM KENNETH GORDON</u>		TOLL
<u>MR. ROBERT 'JIM' SKAGGS</u>		FREE
		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ1500000001

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)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> 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 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.

DANHILL CONSTRUCTION COMPANY
Company

Robert D. Hill
Authorized Signature

10/14/2014
Date

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



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

State of West Virginia
Request for Quotation

Proc Folder: 30811

Doc Description: Addendum No. 2 - See attached pages. CHP Clamshell Bldg.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-06	2014-10-14 13:30:00	CRFQ 0603 ADJ1500000001	3

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:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.yle@wv.gov

Signature X

FEIN # 55-0648251

DATE

10/14/2014

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Addendum No 2. - To move the bid opening date from 10/10/14 to 10/14/14. Bid opening time remains at 1:30 pm. Responses to vendor questions attached. Clarifications and revised bid form attached. See attached pages for Addendum No. 2.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Building Construction Alternate Bid	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Alternate Bid #1 - Construction services to provide and install a new 12' x 12' roll-up door at the Clamshelter tension fabric building at the Eleanor (CHP) Facility located at 110 Army Navy Drive, Red House, WV 25168. See attached specifications.

SOLICITATION NUMBER: ADJ1500000001
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ADJ1500000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening has moved from 10/10/2014 to 10/14/2014. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions and clarifications attached.
3. Revised Bid Form attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM NO. 2
CRFQ – ADJ1500000003

Questions:

1. Q. Will Contractor have access to water on site?
 - A. Contractor will have to provide their own water tank for construction use.
2. Q. How will dust be controlled during construction?
 - A. Contractor may use on site industrial fans to alleviate construction dust from entering the exposed end of the building during the project.
3. Q. Who is responsible for the salvage of demolished aluminum and stainless steel on the site?
 - A. WVANG will have a roll-off container located on site prior to construction commencement. Contractor must disassemble the aluminum in such a way that it will fit in the provided container. The recycling company would prefer the aluminum scrap be placed in one end of the container and the stainless steel located in the other end for ease of sorting.
4. Q. Who is the on- site contact to schedule additional site visits prior to bid opening?
 - A. Mr. Chris Golf at 304-201-3018. He is available from 7:30 am – 4:00 pm. Vendors will not be permitted to ask any questions nor will any questions be answered during the site visit.
5. Q. Where will construction demolition materials and refuse be disposed?
 - A. All refuse materials not recycled must be properly disposed of off-site and are the responsibility of the contractor.
6. Q. According to specification Section 13128, page 3, sub-section 1.7 Warranty- the contractor is to provide a manufacturer's 10 year fabric warranty and a written 1 year workmanship warranty. Can you verify that these warranties are only required where the contractor is replacing the fabric within the project scope?
 - A. One (1) year workmanship warranty to include new metal frame.
7. Q. During the pre-bid walkthrough, a new trench drain was discussed. I am unable to find a detail on a new trench drain. If a new trench drain is desired, could you please direct me to the detail within the building documents?
 - A. Drainage of existing slab to be via removal of a portion of existing wall to direct water to a new rip rapped ditch. There is not a new trench drain included in the project.

8. Q. According to sheet S.01, the contractor is to re-tension all existing turnbuckles in both buildings (1 and 2). Will the contractor be responsible for providing a warranty on the entire building since re-tensioning has occurred, or is a warranty only required where new fabric is installed?

A. Warranty is only required where new fabric and new metal frame are installed.

9. Q. Are there any B&O taxes required, and if so, what rate shall be utilized?

A. B&O taxes are not applicable for this project.

10. Q. According to the specification, Section 13128, Part 2- Products, the tensioned fabric structure shall be manufactured by Clamshell Buildings at 1101 Maulhardt Ave., Oxnard, CA 93030. When I contacted the before mentioned manufacturer, I was told that they will only be providing a price for the flat end wall and will not offer any advice/proposal for the repair of the damages existing in other areas. Since Clamshell Buildings is the only approved manufacturer listed in the specification section 13128 and 'or equals' are not mentioned in the same specification, can you please provide direction as to how the contractor is to approach the repair of the building in areas that are damaged with the exception of the end wall?

A. Please refer to REVISED Specification Section 00310- Allowances, Part 1 General Sub-Section 1.1Description D.1, included in this addendum for instruction as to how this area of the project will be bid under the Base Bid Item No. 11 with reference to the replacement of fabric at the Interior Crossover (Base Bid Item No. 5). Revised bid form attached.

11. Q. While conducting a second site visit, it was mentioned that the building was re-skinned approximately 4-5 years ago. Can you provide us with the name and contact information of the company that re-skinned the building?

A. No.

12. Q. Can alternate manufacturers of the tension fabric structures be provided to the contractor due to the fact that the only approved manufacturer will not offer pricing/advice on correcting fabric failures other than the flat end wall?

A. Please refer to REVISED Specification Section 00310- Allowances, Part 1 General Sub-Section 1.1Description D.1, included in this addendum, for instruction as to how this area of the project will be bid under the Base Bid Item No. 11 with reference to the replacement of fabric at the Interior Crossover (Base Bid Item No. 5). Revised bid form attached.

13. Q. Due to the inability to get pricing from the single manufacturer listed in the bidding documents, can the bid date be extended to allow the contractor to find alternate manufacturers to provide pricing for the project?

A. The bid opening has moved from 10/10/14 to 10/14/2014 at 1:30 pm.

Other Information:

The following revisions are to be incorporated into the engineered Specification Manual

1. Revise specification section 13128.1.2.C.2. which reads "Structure shall be pre-engineered and approved/stamped by a Structural Engineer registered in the State of West Virginia to meet applicable loads including wind and snow loads." to read "New flat end wall structure shall be pre-engineered and approved/stamped by a Professional Engineer registered in the State of West Virginia to meet applicable loads including wind and snow loads."
2. Revise specification Section 13128.1.4. D.6. which reads "Stamp or seal of design engineer." to read "Stamp or seal of Professional Engineer."
3. Revise specification section 13128.1.5. A.2. which reads "Employing a licensed professional engineer with a minimum of 5 years experience in fabric structures." to read "Employing a design professional with a minimum of 5 years experience in fabric structures."
4. In specification section 13128.2.2.A, revise the word "steel" to the word "metal".
5. In specification section 13128.2.3.B, revise the word "steel" to the word "metal".
6. In specification section 13128.2.3.B, delete item 7.
7. The bid opening has moved from 10/10/2014 to 10/14/2014. The bid opening time remains at 1:30 pm.
8. Revised Section 00310 – Allowances attached.
9. Revised bid form attached.
10. No additional questions will be accepted on this RFQ.

REVISED PER ADDENDUM No.2

SECTION 00310 - ALLOWANCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The conditions of the Contract for the General Requirements of Division I are hereby made a part of this Section.
- B. This Section specifies procedures for allowances which shall be included in the Contract Price Base Bid per the Contract Documents. Allowances have been established to defer to a later date the determination of the actual cost for work which the exact quantity cannot be determined at the time of bidding and to defer selection of actual materials and equipment.
- C. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated with related work.
- D. The following descriptions of the allowances describe the extent of the work in general. Detailed requirements may be specified in the various sections of the Specifications.
 - 1. Allowance (Base Bid Item No.11): Include a lump sum allowance of \$50,000 for owner contingency funds for use as directed by owner. Allowance is included to provide for costs which are currently unknown, and could not reasonably be known at the time of bidding, but which may arise during the Replacement of the Fabric at the Interior Crossover (Base Bid Item 5). Owner use of the allowance will not include any other bid item.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ1500000001

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)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> 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 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.

DANHILL CONSTRUCTION COMPANY
Company

Robert D. Hill
Authorized Signature

10/14/2014
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the
penal sum of 5 % Of Bid Amount (\$ 5%) for the payment of which, well and truly to be made, we jointly and
severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Repair of Clamshell Tension Fabric Building Controlled Humidity Preservation Facility in Eleanor, WV

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
14th day of October, 20 14.

Principal Corporate Seal

Danhill Construction Company
(Name of Principal)

By Robert D. Hill *Robert D. Hill*
(Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

Colonial Surety company
(Name of Surety)

Roberta Bird *Roberta Bird*
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Roberta Bird

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its _____ President
and its corporate seal to be hereto affixed the _____ 27th _____ day of _____ April _____, A.D., 2011.

State of New Jersey

County of Bergen

SS.:



COLONIAL SURETY COMPANY

By

Wayne Nunziata

Wayne Nunziata, President

On this _____ 27th _____ day of _____ April _____, in the year 2011, before me

Theresa Spinelli _____, a notary public, personally appeared

Wayne Nunziata _____, personally known to me to be the person who
executed the within instrument as _____ President _____, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

Theresa Spinelli

Theresa Spinelli

Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this _____ 14th _____ day of

October _____, 20 14 _____.

Original printed with Blue and Black ink.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Audie B. Murphy

Audie B. Murphy, Secretary

State of West Virginia

County of Fayette

AND NOW, this 14th day of October, in the calendar year of 2014, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia
My Commission Expires on 4/17/2024

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica Taylor
NOTARY PUBLIC



REVISED PER ADDENDUM No.2

SECTION 00300 - BID FORM

DATED: 10/14/2014

(Bidder to insert date bid submitted)

SUBMITTED BY:

Danhill Construction Company

(hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001196

**For: Repair of Clamshell® Tension Fabric Building
Controlled Humidity Preservation (CHP) Facility
Eleanor, WV**

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of Repair of Clamshell® Tension Fabric Building, Controlled Humidity Preservation (CHP) Facility, Eleanor, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

Extended Price Total as Listed on Bid Items (Bid Items sheet to be included): Two Hundred

Ninety One Thousand Five Hundred Sixteen Dollars (\$ 291,516.00)

ALTERNATE BID:

(INDICATE THE AMOUNT TO ADD TO THE BASE BID TO REPLACE "New Fabric End Wall with Double Door" with "New Fabric End Wall with 12'x12' Roll-up Door").

Eleven Thousand Dollars (\$ 11,000.00)

REVISED PER ADDENDUM No.2

CONTRACT AWARD:

The Contract is intended to provide the agency with a purchase price for the Contract Items. the Contract shall be awarded to the Vendor that provides the overall lowest cost for the total of Contract Item #1 - BASE BID. If funding is available, Contract Item #2 - ALTERNATE BID will be considered and the award made to the Vendor with the lowest total price of Contract Item #1 - BASE BID and Contract Item #2 - ALTERNATE BID.

If awarded contract, I (we) agree to perform the work to completion and ready for operation and use no later than 120 calendar days from Notice to Proceed.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Addendum#	<u>1</u>	Date	<u>9/24/2014</u>
Addendum#	<u>2</u>	Date	<u>10/6/2014</u>
Addendum#		Date	
Addendum#		Date	

SIGNATURE OF BIDDER:

Firm: DANHILL CONST. COMPANY

Address: P.O. Box 685

Address: GAULEY BRIDGE, WV

Address: 25085

Tax Cert#: 1038-9374

By: Robert D. Hill

Title: PRESIDENT

Phone: (304) 632-1600

Fax: (304) 632-1501

REVISED PER ADDENDUM No.2

BASE BID ITEMS

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Damaged End Demo	1	LS	\$17,160.00	\$17,160.00
2	Selective Concrete Demo	1	LS	\$10,616.00	\$10,616.00
3	Existing Trench Infill	170	LF	\$ 48.00	\$ 8,160.00
4	Concrete Curb/Foundation	105	LF	\$ 284.00	\$29,820.00
5	Replace Fabric at Interior Crossover	6000	SF	Covered in Line Item #11 per Addenda #2	
6	Misc. Fabric Repair	10	SF	Covered in Line Item #11 per Addenda #2	
7	Misc. Frame Repair/ Cable Re-tightening	1	LS	Covered in Line Item #11 per Addenda #2	
8	Door and Frame Replacement	3	EA	\$4,160.00	\$12,480.00
9	New Fabric End Wall with Double Door	1	LS	\$157,040.00	\$157,040.00
10	Riprap Ditch	20	LF	\$ 312.00	\$ 6,240.00
11	Allowance - Owner Contingency (See Section 00310 for Additional Information)	1	LS	<u>\$50,0000</u>	<u>\$50,000</u>
TOTAL					<u>\$291,516.00</u>

ALTERNATE BID ITEMS

<u>NO.</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
ALT 1	New Fabric End Wall with 12'x12' Roll-up Door	1	LS	<u>\$11,000.00</u>	<u>\$11,000.00</u>

(INDICATE THE AMOUNT TO ADD TO THE BASE BID TO REPLACE "New Fabric End Wall with Double Door" with "New Fabric End Wall with 12'x12' Roll-up Door").

END OF SECTION 00300



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

STATE OF West Virginia
COUNTY OF Fayette, **TO-WIT:**

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Danhill Construction Company
(Company Name)

By: Robert D. Hill
Title: President
Date: October 14, 2014

Taken, subscribed and sworn to before me this 14th day of October.

By, Commission expires 4/17/2024



OFFICIAL SEAL
Notary Public, State Of West Virginia
JESSICA TAYLOR
9626 Rich Creek Rd
Jodie, WV 26690
My Commission Expires April 17, 2024

Jessica Taylor
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

DANHILL CONSTRUCTION COMPANY
DBA DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

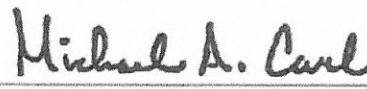
Date Issued

AUGUST 06, 2014

Expiration Date

AUGUST 06, 2015


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



Client#: 1638974

18DANHICON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806		CONTACT NAME: Shelley Newman PHONE (A/C, No, Ext): 304 340-6960 FAX (A/C, No): 8887513002 E-MAIL ADDRESS: shelley.newman@bbandt.com															
INSURED Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B : Brickstreet Mutual Insurance Co</td> <td>12372</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : Brickstreet Mutual Insurance Co	12372	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	CMM0548113	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CMM0548113	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	CMM0548113	07/01/2014	07/01/2015	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		WCB1008781	09/20/2013	09/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information ** Voluntary Compensation ; Other States Coverage Executive Officers/Members

Excluded: Robert Hill, President Rebecca Hill, Secretary/Treasurer

WV Broad Form Employers Liability Endt Included

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Danhill Construction Company
 P O Box 685
 Gauley Bridge, WV 25085

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James B. Stanley

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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: Danhill Construction Co.

Authorized Signature: Robert D. Hill Date: 10/14/2014

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 14 day of October, 2014.

My Commission expires April 17, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

Jessica Taylor
Purchasing Affidavit (Revised 07/01/2012)

