



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

Header 2

[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 736422

Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: LEE REGER BUILDS INC

Alias/DBA:

Total Bid: \$159,500.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2000000030

Published Date: 7/13/20

Close Date: 7/16/20

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 736422
Solicitation Description : Addendum No. 06-Post Frame Shop Building
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-16 13:30:00	SR 1400 ESR07162000000000209	1

VENDOR
000000205730 LEE REGER BUILDS INC

Solicitation Number: CRFQ 1400 AGR2000000030

Total Bid : \$159,500.00 **Response Date:** 2020-07-16 **Response Time:** 08:35:35

Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Post Frame Shop Building				\$159,500.00

Comm Code	Manufacturer	Specification	Model #
95121504			

Extended Description :	Post Frame Shop Building
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 736422

Doc Description: Addendum No. 06-Post Frame Shop Building

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-13	2020-07-16 13:30:00	CRFQ 1400 AGR2000000030	7

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

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *John Hill*

FEIN # 550666753

DATE 7-16-20

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

ADDITIONAL INFORMATION:

Addendum No. 06 is to address an additional technical question received after the deadline.

No other changes

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		AUTHORIZED RECEIVER 304-558-4058	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES		AGRICULTURE DEPARTMENT OF BUILDINGS & GROUNDS DIVISION	
1900 KANAWHA BLVD E		419 GUS R DOUGLAS LN, BLDG17A	
CHARLESTON	WV25305-0173	CHARLESTON	WV 25312
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Post Frame Shop Building				

Comm Code	Manufacturer	Specification	Model #
95121504			

Extended Description :
Post Frame Shop Building

AGR200000030	Document Phase Final	Document Description Addendum No. 06-Post Frame Shop Building	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 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.

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

JOHN KISSELLA PRESIDENT
(Name, Title)
JOHN KISSELLA PRESIDENT
(Printed Name and Title)
ONE RAILROAD STREET SHINNSTON WV 26431
(Address)
304-592-2083 - - 304-592-3920
(Phone Number) / (Fax Number)
JKISSELLA@LRBUILDSWV.COM
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

LEE REGER BUILDS, INC.
(Company)

John Kissella PRESIDENT
(Authorized Signature) (Representative Name, Title)

JOHN KISSELLA PRESIDENT
(Printed Name and Title of Authorized Representative)

7-16-20
(Date)

304-592-2083 - - 304-592-3920
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

LEE REGER BUILDS INC.
Company

John Kimmel
Authorized Signature

7-16-20
Date

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



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: LEE REGER BUILDS INC.

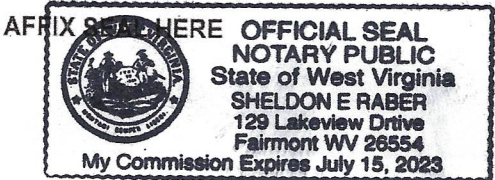
Authorized Signature: John Kitchell Date: 7-16-20

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 16th day of July, 2020.

My Commission expires July 15, 2023.



NOTARY PUBLIC [Signature]



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

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

I, JOHN KISSELLA, after being first duly sworn, depose and state as follows:

1. I am an employee of LEE REGER BUILDS INC.; and,
(Company Name)
2. I do hereby attest that LEE REGER BUILDS INC.
(Company Name)

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

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

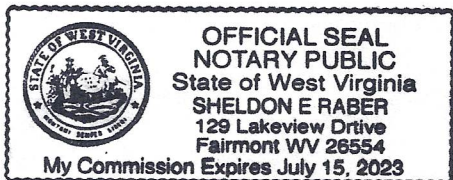
Printed Name: JOHN KISSELLA
 Signature: *John Kissella*
 Title: PRESIDENT
 Company Name: LEE REGER BUILDS INC.
 Date: 7-16-20

Taken, subscribed and sworn to before me this 16th day of July, 2020.

By Commission expires July 15, 2023

(Seal)

Sheldon E. Raber
 (Notary Public)



Bid or
Proposal
Bond

Ohio Farmers Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Lee Reger Builds, Inc.
PO Box 1872, Shinnston, WV 26431, as Principal, and
the Ohio Farmers Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto West Virginia Department of Agriculture
419 Gus R Douglas Lane, Charleston, WV 25312, as Obligee, in
the penal sum of 5% of Bid Amount DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Furnish & Erect 40'x80' Pre-Engineered
Post Frame Building with Concrete Floor at 419 Gus R Douglas Lane, Charleston, WV 25312;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 26th day of June, 2020.

Lee Reger Builds, Inc.

Principal

By: [Signature]

Ohio Farmers Insurance Company

By: [Signature]

Kristine D. Mason

, Attorney-in-fact

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RANDALL E. KERNS, MICHAEL W. MASON, KHRISTINE D. MASON, CARLA J. DOBBINS, LISA K. MCGUIRE, VICTORIA B. EVANS, MICHAEL L. BOONE, MAXIMILIAN CADORETTE, WENDY SHORT, NICOLE TEETS, ALEXANDER DAVID BARONE, JOINTLY OR SEVERALLY

of BRIDGEPORT and State of WV 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, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JUNE A.D., 2020 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 02nd day of JUNE A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of June A.D., 2020



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

REQUEST FOR QUOTATION
Post Frame Shop Building

EXHIBIT A – Pricing Page

State of West Virginia Department of Agriculture
Building & Grounds Post Frame Shop Building
Near 419 Gus R Douglass Lanes, Charleston, WV

Name of Vendor:

LEE REGER BUILDS INC.

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

Total Bid Amount:

Department of Agriculture Building & Grounds Post Frame Shop Building:

ONE HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED DOLLARS.

(\$ 159,500.⁰⁰)

(Show Bid Amount in both words and numbers.)

(In the event of a difference between the written bid amount and the number bid amount, the written bid amount shall govern.)