



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 1

List View

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

Procurement Folder: 882212

Procurement Type: Central Purchase Order

Vendor ID: VS0000017730

Legal Name: Caliber Contracting Services, Inc.

Alias/DBA:

Total Bid: \$4,503,928.51

Response Date: 07/13/2021

Response Time: 13:28

Responded By User ID: CaliberInc

First Name: Kevin

Last Name: McNulty

Email: jdonahoe@calibercontra

Phone: 4122058283

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2100000042

Published Date: 6/30/21

Close Date: 7/13/21

Close Time: 13:30

Status: Closed

Solicitation Description: Marshall County Readiness Center Renovations

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 882212
Solicitation Description: Marshall County Readiness Center Renovations
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-07-13 13:30	SR 0603 ESR07132100000000200	1

VENDOR
 VS0000017730
 Caliber Contracting Services, Inc.

Solicitation Number: CRFQ 0603 ADJ2100000042
Total Bid: 4503928.509999999776482582092 **Response Date:** 2021-07-13 **Response Time:** 13:28:04
Comments: please see attached bid form

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Marshall County Readiness Center Renovations-BASE BID				3919529.44

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Contract Item #1- Lump Sum Price for Base Bid Renovations to Marshall County Readiness Center, per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Add-Alternate No.1- Partitions and Metal Lockers				161889.05

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Add-Alternate Bid No.1- Lump Sum Price- to construct interior security partitions and to provide metal lockers, per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Add-Alternate No. 2- To provide new floor finish where shown				115453.70

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Add-Alternate Bid No.2- Lump Sum Price , per the attached documentation.to provide new floor finish where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Add-Alternate No.3- To provide interior painting				84372.91

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Add-Alternate No. 3- To provide interior painting where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Add-Alternate No. 4- To provide site lighting				111016.98

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Add-Alternate No. 4- To provide site lighting where shown and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Add-Alternate No. 5- To provide pavement replacement				111666.43

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments: none

Extended Description:

Add-Alternate No. 5- To provide pavement replacement where shown and as specified.

BID FORM

DATED: 7/13/2021
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)
Caliber Contracting Services, Inc.

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 055641

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**Renovations To The Marshall County Readiness Center
For The
West Virginia Army National Guard
Moundsville, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: _____

(\$ see attached breakdown)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Reference Section 012300 "Alternates".

Alternate Bid No. 1 – To construct interior security partitions and to provide metal lockers as shown and as specified.

If Alternate No. 1 is accepted, ADD to Base Bid as follows:

ADD the sum of: _____

(\$ _____).

Alternate Bid No. 2 – To provide new floor finish where shown and as specified.

If Alternate No. 2 is accepted, ADD to Base Bid as follows:

ADD the sum of: _____
_____ (\$_____).

Alternate Bid No. 3 – To provide interior painting where shown and as specified.

If Alternate No. 3 is accepted, ADD to Base Bid as follows:

ADD the sum of: _____
_____ (\$_____).

Alternate Bid No. 4 – To provide site lighting where shown and as specified.

If Alternate No. 4 is accepted, ADD to Base Bid as follows:

ADD the sum of: _____
_____ (\$_____).

Alternate Bid No. 5 – To provide pavement replacement where shown and as specified.

If Alternate No. 5 is accepted, ADD to Base Bid as follows:

ADD the sum of: _____
_____ (\$_____).

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) within **Three Hundred Sixty (360) days of the date of the Owner's Notice To Proceed.**

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

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 may not be withdrawn for a period of 90 days.

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

<u>1 dated 5/26/21</u>	<u>3 dated 6/16/21</u>	<u>5 dated 6/25/21</u>	_____
<u>2 dated 6/9/21</u>	<u>4 dated 6/24/21</u>	<u>6 dated 6/30/21</u>	_____

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: Caliber Contracting Services, Inc.

By: _____

Print or Type Name of person authorized to sign contract on behalf of Bidder:

Kevin McNulty

Address: 104 East Swissvale Avenue

Title: President

Address: Pittsburgh, PA 15218

Phone: 412-205-8283

Address: _____

Fax: 412-205-8078

END OF BID FORM

*See attached breakdown.

*Breakouts are for accounting purposes only.

**RENOVATIONS TO THE
MARSHALL COUNTY READINESS CENTER
BID FORM SECTION II - BID ITEMS AND UNIT COSTS**

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

LS = Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Readiness Center Renovations	1	LS		
2	Joint Sealant Replacement	500	LF		
3	Brick Joint Repointing	700	LF		
4	Brick Replacement	1,000	Each		
5	Mold Remediation	1	LS		
6	Fire Suppression	1	LS		
7	Plumbing	1	LS		
8	Mechanical	1	LS		
9	Electrical	1	LS		
PRIMARY FACILITY BASE BID SUB-TOTAL					
Project Administration/Quality Control Base Bid					
10	Mobilization/Demobilization	1	LS		
11	General Administration	1	LS		
12	Project Quality Control	1	LS		
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					
Civil/Site Base Bid					
Site Preparation					
13	Site Preparation/Site Demolition	1	LS		
14	Sediment and Erosion Control	1	LS		
15	Waste Disposal	5	TN		
Earthwork					
16	Unclassified Excavation	1	LS		
Paving					
17	Hard Stand Pavement	2100	SY		
Miscellaneous					
18	Security Fencing	170	LF		
19	Bollards 6"	2	EA		

Power and Communications					
20	Duct Bank	120	LF		
21	Communications Conduit	240	LF		
CIVIL/SITE BASE BID SUB-TOTAL					
BASE BID TOTAL*					
*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.					
Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
Add-Alternate No. 1 - Interior Security Partitions and Metal Lockers					
22	Alternate No. 1	1	LS		
Add-Alternate No. 2 - New Floor Finishes					
23	Alternate No. 2	1	LS		
Add-Alternate No. 3 - Interior Painting					
24	Alternate No. 3	1	LS		
Add-Alternate No. 4 - Site Lighting					
25	Alternate No. 4	1	LS		
Add-Alternate No. 5 - Pavement Replacement - Heavy Duty Paving and Striping					
26	Heavy Duty Asphalt Pavement	5,750	SY		
27	Striping	1	LS		

END OF SECTION II

No.	Item	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Readiness Center Renovations	1	LS	\$1,374,187.99	\$ 1,374,187.99
2	Joint Sealant Replacement	500	lf	\$ 9.00	\$ 4,500.00
3	Brick Joint Repointing	700	lf	\$ 5.00	\$ 3,500.00
4	Brick Replacement	1,000	Ea.	\$ 27.00	\$ 27,000.00
5	Mold Remediation	1	ls	\$ 37,733.56	\$ 37,733.56
6	Fire Suppression	1	ls	\$ 86,038.16	\$ 86,038.16
7	Plumbing	1	ls	\$ 190,727.18	\$ 190,727.18
8	Mechanical	1	ls	\$ 727,766.29	\$ 727,766.29
9	Electrical	1	ls	\$ 743,591.76	\$ 743,591.76
Primary Facility Base Bid Subtotal					\$ 3,195,044.94
Project Administration/Quality Control Base Bid					
10	Mobilization/Demobilization	1	ls	\$ 6,000.00	\$ 6,000.00
11	General Administration	1	ls	\$ 208,033.44	\$ 208,033.44
12	Project Quality Control	1	ls	\$ 5,000.00	\$ 5,000.00
Project Admin/Quality Control Sub Total					\$ 219,033.44
Civil/Site Base Bid					
Site Preparation					
13	Site Preperation/Site Demolition	1	ls	\$ 35,300.00	\$ 35,300.00
14	Sediment and Erosion Control	1	ls	\$ 9,612.75	\$ 9,612.75
15	Waste Disposal	5	tn	\$ 100.00	\$ 500.00
Earthwork					
16	Unclassified Excavation	1	ls	\$ -	\$ -
Paving					
17	Hard Stand Pavement	2100	SY	\$ 110.96	\$ 233,006.38
Miscellaneous					
18	Security Fencing	170	lf	\$ 5.00	\$ 21,250.01
19	Bolalrds 6"	2	ea	\$ 150.00	\$ 300.00
GRAND TOTAL - BASE BID					\$ 3,919,529.44

No.	Item	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Add Alt. No 1 - Mesh Partitiosn and Lockers					
1	Readiness Center Renovations	1	LS	\$ 161,889.05	\$ 161,889.05
Add Alt. No 2 - New Floor Finsihses					
1	Readiness Center Renovations	1	LS	\$ 115,453.70	\$ 115,453.70
Add Alt. No 3 - Interior Painting					
1	Readiness Center Renovations	1	LS	\$ 84,372.91	\$ 84,372.91
Add Alt. No 4 - Site Lighting					
1	Readiness Center Renovations	1	LS	\$ 111,016.98	\$ 111,016.98
Add Alt. No 5 - Pavement Replacement					
1	Asphalt	5750	Sy	\$ 19.07	\$ 109,666.43
1	Line striping	1	LS	\$ 2,000.00	\$ 2,000.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Caliber Contracting Services, Inc.
of Pittsburgh, PA, as Principal, and The Cincinnati Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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
Marshall County Readiness Center Renovation - Renovation of the Main Building Facility including interior and exterior
improvements

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 Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 15th day of June, 2021.

Principal Seal



Caliber Contracting Services, Inc.
(Name of Principal)

By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Kevin McNulty President
(Title)

Surety Seal



The Cincinnati Insurance Company
(Name of Surety)

By: [Signature]
Patti K. Lindsey Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Patti K. Lindsey** its true and legal Attorney-in-Fact to sign, execute, seal and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

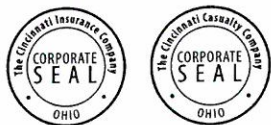
Surety Bond Number: Bid Bond
Principal: Caliber Contracting Services, Inc.
Obligee: State of West Virginia

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Vice President

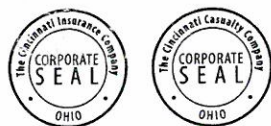
On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 15th day of June, 2021



Secretary

Subcontractor List Submission (Construction Contracts Only)

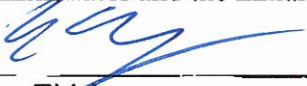
Bidder's Name: Caliber Contracting Services, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

- *Commitments will be made upon notice of intent to award.
- Attach additional pages if necessary
- *Will be provided within one business day as noted in the Additional Terms and Conditions.

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.



(Name, Title)

Kevin McNulty, President

(Printed Name and Title)

104 East Swissvale Avenue

(Address)

412-205-8283 412-205-8078

(Phone Number) / (Fax Number)

kmcnulty@calibercontractingservices.com


(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Caliber Contracting Services, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Kevin McNulty, President

(Printed Name and Title of Authorized Representative)

7/13/21

(Date)

412-205-8283 / 412-205-8078

(Phone Number) (Fax Number)



DEPARTMENT OF THE ARMY
ADJUTANT GENERAL'S OFFICE
JOINT FORCES HEADQUARTERS WEST VIRGINIA
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311-1026

NGWV-FMO

May 12, 2021

MEMORANDUM FOR: Vendors and Contractors-COVID-19 Precautions

SUBJECT: Marshall County Readiness Center Renovations-Pre-Bid Meeting
CRFQ-0603-ADJ21*42

The referenced project was advertised by the Purchasing Division and the Pre-Bid Meeting for the solicitation will be held on May 25 2021 at 11:00 am. The purpose of this memorandum is to provide logistical details about that meeting for interested contractors and vendors.

In order to protect the vendor/contractor community as well as our own employees, the agency is asking contractors who will be attending the Pre-Bid meeting for this project to follow the instructions in this memo and to observe social distancing to the greatest extent possible. Please contact our Buyer at the Purchasing Division with any questions.

- 1) Vendors and contractors should limit the number of people who attend the meeting. (No more than 2 people per contractor)
- 2) Please arrive early and stay in your vehicle until agency personnel can determine the number of vendors/contractors who will attend, so that we can follow the CDC guidance regarding the number of people gathering in one place(currently that number is 10). Depending on the number of vendors that attend, we will split up into smaller groups to insure that all contractors get the same information and that everyone has an opportunity to inspect the project site, take measurements or pictures in order to properly submit a bid on the project.
- 3) Agency personnel will be on-site to provide further details, instructions and to answer any questions regarding the meeting and the project.

The meeting will be conducted in a manner that minimizes the risk of COVID-19 transmission. For more information, please consult the CDC website at: www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

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: Caliber Contracting Services, Inc.

Authorized Signature: [Signature] Date: 6/15/2021

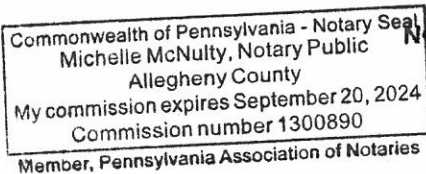
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 4 day of June, 2021.

My Commission expires 09/20, 2024

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



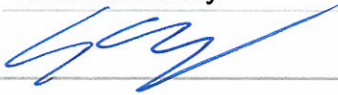
State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Kevin McNulty, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Caliber Contracting Services, Inc.; and,
(Company Name)
- 2. I do hereby attest that Caliber Contracting Services, 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: Kevin McNulty
 Signature: 
 Title: President
 Company Name: Caliber Contracting Services, Inc.
 Date: 6/15/2021

~~STATE OF WEST VIRGINIA,~~
Pennsylvania

COUNTY OF Allegheny, TO-WIT:

Taken, subscribed and sworn to before me this 4 day of June, 21.

By Commission expires 09/20/2024

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Michelle McNulty, Notary Public
Allegheny County
My commission expires September 20, 2024
Commission number 1300890
Member, Pennsylvania Association of Notaries


(Notary Public)

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: ADJ2100000042

Contract Purpose: Marshall County Readiness Center Renovation

Agency Requesting Work: West Virginia Army National Guard

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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.

*Will be provided upon notice of intent to award.

Vendor Contact Information:

Vendor Name: Caliber Contracting Services, Inc.

Vendor Telephone: 412-205-8283

Vendor Address: 104 East Swissvale Avenue

Vendor Fax: 412-205-8078

Pittsburgh, PA 15218

Vendor E-Mail: kmcnulty@calibercontractingservices.com



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)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2100000042

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:

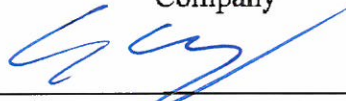
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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.

Caliber Contracting Services, Inc. _____

Company



Authorized Signature

7/13/21 _____

Date

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV055641

Classification:
GENERAL BUILDING

CALIBER CONTRACTING SERVICES INC
DBA CALIBER CONTRACTING SERVICES INC
104 EAST SWISSVALE AVENUE
PITTSBURGH, PA 15218

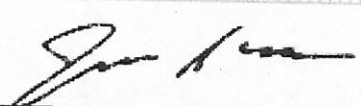
Date Issued

Expiration Date

JULY 02, 2021

JULY 02, 2022


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD