



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

State of West Virginia  
 Centralized Request for Quote  
 Construction

RECEIVED  
 08/03/21 13:08:56  
 WV Purchasing Division

<b>Proc Folder:</b> 901439			<b>Reason for Modification:</b>
<b>Doc Description:</b> ABCA Warehouse Fire Prevention Renovations			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-06-28	2021-08-03 13:30	CRFQ 0708 ABC2100000012	1

**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** VFP FIRE SYSTEMS  
**Address :** 525 19<sup>th</sup> St., WEST  
**Street :**  
**City :** HUNTINGTON 25704  
**State :** WV **Country :** USA **Zip :** 25704  
**Principal Contact :** JEFF FLANAGAN  
**Vendor Contact Phone:** 304-590-1852 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X**  **FEIN#** 41-0593860 **DATE** 8-3-21

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of Alcohol Beverage Control Administration to establish a contract for ABCA Warehouse Fire Prevention Renovations per the project manual, specifications and terms and conditions as attached hereto.

**INVOICE TO**

ALCOHOL BEVERAGE  
CONTROL COMMISSION  
4TH FLOOR  
900 PENNSYLVANIA AVE  
CHARLESTON WV  
US

**SHIP TO**

ABCA WAREHOUSE  
HUB INDUSTRIAL PARK  
97 INDEPENDENT AVE  
NITRO WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ABCA Warehouse Fire Prevention Renovations	1			3,120,000.00

Comm Code	Manufacturer	Specification	Model #
72121008			

**Extended Description:**

Remove existing water storage tank and pump house, install fire water supply line, provide fire pump room in warehouse, and provide new electric power service for pump room, as more fully described in these specifications and the Specifications/Project Manual.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PRE BID MEETING @ 1:00 pm	2021-07-14
2	Q&A DEADLINE @ 4:00 PM	2021-07-22

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

WV Alcohol Beverage Control Administration  
97 Independent Avenue  
Nitro, WV 25143  
July 14, 2021 at 1:00pm  
See solicitation documents for further instructions

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 07/01/2021

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 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 07/22/2021 @ 4:00 PM ET

Submit Questions to: Josh Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Joseph.E.HagerIII@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: ABCA Warehouse Fire Prevention Renovations  
BUYER: Josh Hager  
SOLICITATION NO.: CRFQ 0708 ABC2100000012  
BID OPENING DATE: See Next Page  
BID OPENING TIME: See Next Page  
FAX NUMBER: 304-558-3970

Revised 07/01/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal (“RFP”) Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus <sup>NA</sup> \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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: 08/03/2021 @ 1:30 PM ET

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code §

5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in

accordance with W. Va. CSR § 148-22-9.

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national

or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.



## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One hundred eighty (180) calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 \_\_\_\_\_  
Revised 07/01/2021

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

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractor's License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**\*\*\*Please make Insurance Certificate Holder to Read\*\*\*  
West Virginia Alcohol Beverage Control Administration  
97 Independent Avenue, Nitro, WV 25143**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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



**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR 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.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 07/01/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. 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.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

- (1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;
- (2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.



**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

**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.

JEFF FLANAGAN SALES  
(Name, Title)

(Printed Name and Title)

525 19<sup>th</sup> St., WEST  
(Address)

304-522-1390 304-522-1540  
(Phone Number) / (Fax Number)

jeff.flanagan@vfpfire.us  
(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.*

VFP FIRE SYSTEMS  
(Company)

JEFF FLANAGAN SALES  
(Authorized Signature) (Representative Name, Title)

JEFF FLANAGAN SALES  
(Printed Name and Title of Authorized Representative)

8-3-21  
(Date)

304-522-1390 304-522-1540  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFP ABD 21\*12

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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

VFP FIRE SYSTEMS  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

8-3-21  
\_\_\_\_\_  
Date

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ABD21\*12**

**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 checked="" 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 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.

VFP FINE SYSTEMS  
Company

  
Authorized Signature

8-3-21  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

State of West Virginia  
 Centralized Request for Quote  
 Construction

<b>Proc Folder:</b> 901439			<b>Reason for Modification:</b> Addendum #1 issued to upload project manual and project drawings to header of wvoasis.
<b>Doc Description:</b> ABCA Warehouse Fire Prevention Renovations			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-06-29	2021-08-03 13:30	CRFQ 0708 ABC2100000012	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
 Vendor Name : *VPP FILE SYSTEMS*  
 Address : *525 19th St., West*  
 Street :  
 City : *HUNTINGTON*  
 State : *WV* Country : *USA* Zip : *25704*  
 Principal Contact : *JEFF FLANAGAN*  
 Vendor Contact Phone: *304-590-1852* Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X *[Signature]* FEIN# *41-0593860* DATE *8-3-21*

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

**ADDITIONAL INFORMATION**

Addendum

Addendum #1 issued to distribute the attached documentation to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of Alcohol Beverage Control Administration to establish a contract for ABCA Warehouse Fire Prevention Renovations per the project manual, specifications and terms and conditions as attached hereto.

**INVOICE TO****SHIP TO**

ALCOHOL BEVERAGE  
CONTROL COMMISSION  
4TH FLOOR  
900 PENNSYLVANIA AVE  
CHARLESTON WV  
US

ABCA WAREHOUSE  
  
HUB INDUSTRIAL PARK  
97 INDEPENDENT AVE  
NITRO WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ABCA Warehouse Fire Prevention Renovations				

**Comm Code****Manufacturer****Specification****Model #**

72121008

**Extended Description:**

Remove existing water storage tank and pump house, install fire water supply line, provide fire pump room in warehouse, and provide new electric power service for pump room, as more fully described in these specifications and the Specifications/Project Manual.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory PRE BID MEETING @ 1:00 pm	2021-07-14
2	Q&A DEADLINE @ 4:00 PM	2021-07-22

**SOLICITATION NUMBER:** CRFQ 0708 ABC2100000012

**Addendum Number:** No.01

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To upload Project Manual and Project Drawings as attachments in wvOasis.gov.

**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.



# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ABC21\*12**

**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 checked="" 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 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.

VFP FIRE SYSTEMS  
Company  
[Signature]  
Authorized Signature  
8-3-21  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ 0708 ABC2100000012

Addendum Number:

No.02

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Publish pre-bid sign in sheet from pre-meeting held on 7-14-2021

**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.



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

State of West Virginia  
 Centralized Request for Quote  
 Construction

<b>Proc Folder:</b> 901439	<b>Reason for Modification:</b> Addendum #3 issued to publish agency responses to all vendor submitted questions.
<b>Doc Description:</b> ABCA Warehouse Fire Prevention Renovations	
<b>Proc Type:</b> Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-27	2021-08-03 13:30	CRFQ 0708 ABC2100000012	4

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
 Vendor Name : *VFP FILE SYSTEMS*  
 Address : *525 19<sup>th</sup> ST, WEST*  
 Street :  
 City : *HUNTINGTON*  
 State : *WV* Country : *USA* Zip : *25704*  
 Principal Contact : *JEFF FLANAGAN*  
 Vendor Contact Phone: *304-522-1390* Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X *[Signature]* FEIN# *41-0593860* DATE *8-3-21*

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

**ADDITIONAL INFORMATION**

Addendum

Addendum #3 issued to distribute the attached documentation to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of Alcohol Beverage Control Administration to establish a contract for ABCA Warehouse Fire Prevention Renovations per the project manual, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV US		ABCA WAREHOUSE  HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ABCA Warehouse Fire Prevention Renovations	1	1	3,120,000.00	

Comm Code	Manufacturer	Specification	Model #
72121008			

**Extended Description:**

Remove existing water storage tank and pump house, install fire water supply line, provide fire pump room in warehouse, and provide new electric power service for pump room, as more fully described in these specifications and the Specifications/Project Manual.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PRE BID MEETING @ 1:00 pm	2021-07-14
2	Q&A DEADLINE @ 4:00 PM	2021-07-22

SOLICITATION NUMBER: CRFQ 0708 ABC2100000012

Addendum Number: No.03

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions
2. To publish 2nd Asbestos Report performed by Agency

**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.

# ATTACHMENT A

**RFI: Questions from vendors for CRFQ ABC 21\*12 Warehouse Fire Prevention Renovation**

**Q.1.** Will you provide us a copy of the asbestos and lead paint reports?

**A.** These reports are included in the Project Manual.

**Asbestos - See Specification SECTION 028211, Appendix AS-1**

**LEAD - See Specification SECTION 028313.0020, Appendix A**

**Also, a second Asbestos report is included herein. See attachment.**

**Q.2.** Generally, the State has an abatement company on contract to do all of their work. Will they be using that contractor, or will the GC need to handle the abatement process?

**A. The Owner will engage an abatement contractor for the removal of hazardous material from the existing pump house. The selected GC will need to coordinate abatement work with the asbestos abatement contractor before beginning the demolition of the pump house. Omit Specification SECTION 028211, Paragraph 1.1.2 EXTENT OF WORK, A and B from the Bid.**

**Q.3.** At the pre-bid, it was mentioned that the GC is responsible for tracking down buyers to salvage the water tank (with lead paint) and pump equipment (possibly to be parted out) with the funds from salvaging going to the ABCA warehouse. It was also stated that there will not be anyone to tell us what is technically salvageable or not and it was just assumption the water tank steel could be salvaged even though it's covered in lead paint. There is no real good way to accurately try and put a price on what it will take to store and part out things and hold until a buyer is found for the items. The most cost-efficient method is just going to be send it all to the dump. Will the State have any issues with the contractor taking it all to dump or would they prefer to take over the salvaging part of the work themselves?

**A. Based on the discussions at the pre-bid meeting, the ABCA has decided to remove the salvage requirement from the contract. The Contractor can demolish and recycle or salvage material and equipment as indicated in the Contract Documents and use the proceeds to offset their cost.**

**In Specification SECTION 011000, Paragraph 1.3.A.1, Omit the following: "Salvage or recycle as much of the demolished material as practical. Proceeds from the sale of any of the removed material shall be paid to the West Virginia Alcohol Beverage Control Administration."**

**Q.4.** I have attached two pictures of the systems/risers/zones in question. There are five (5) systems or zones in this building. On the outside of the building, there are five (5) Wall Post Indicator Valves. You can see in the picture; each system is numbered 1 to 4. In the center of these systems, is a smaller piping with a flow switch attached. It does not have a number on it. What does the smallest system supply or what does that system operate?





**A. The indicated smaller pipe serves a fire department connection on the north side of the building. The PIV serving this pipe will need to be replaced along with the sprinkler PIVs for a total of five (5) PIVs to be replaced.**

**Q.5.** Please consider eliminating the fire pump. Since you are disconnecting your service from Total Distribution you can provide the required pressure and volume with your recently upgraded water line. You would need to upgrade the sprinkler heads throughout, upsize some bulk main to each system. By doing this you would be able to provide the same hydraulic design as the original system, with huge savings! If you go this route, new hydraulic calculations would be done. You would save the costs associated for the fire pump, the new electric service, and emergency generator. I would use some of this savings to upgrade your fire alarm system.

**A. Many options were considered in the design process and the final design was determined most appropriate for the situation. Bid as shown.**

**Q.6.** Please confirm that WV American Water has left a 10" valve at the northwest corner of the property line as indicated on drawing C-101. I could not have the valve cover.

**A. According to the WVAW waterline design drawings, a 10" shutoff valve was installed. The Contractor will need to coordinate with WVAW for the exact location of the valve.**

**Q.7.** Drawing C101 shows the new underground fire line to be 10" and drawing A-501 shows 8" coming into the pump room. It appears that the underground pipe size reduces before going into the building. Note that 8" underground fire line is sufficient to provide the required water volume and pressure regardless of whether you go with a pump or no pump. I would use 8" underground piping from the tap to inside the building. This would include 8" valving in the vault and Backflow Preventer.

**A. Pipe sizes and costs were considered in the design process and the final design was determined most appropriate for the situation. Bid as shown.**



*Custom Services Industries*



## **ASBESTOS SURVEY REPORT**

**WV Alcohol Beverage Control**

**Nitro, WV**

Prepared for:  
Fred Wooton  
07/20/2021

1608 Virginia Ave. W, Huntington, WV 25704 | ph 681-204-5366

Fax 681-204-5366 | email [mike@csiwv.net](mailto:mike@csiwv.net)

## Summary

Date of Inspection: **07/15/2021**

Inspector: **Michael McCallister**

Client Information: **WV Alcohol Beverage Control**

Phone #: **(304) 356-5501**

License #: **AI010308**

Building Address: **97 Independent Ave.**

**Nitro, WV 25143**

Scope of Work:

Complete \_\_\_\_\_  
Partial (Client Directed)  X

Reason for Survey:

Emergency Demo \_\_\_\_\_  
Scheduled Demo \_\_\_\_\_  
Renovation  X

Type of Construction: Frame  X  Masonry \_\_\_\_\_ Steel Beam \_\_\_\_\_ Other \_\_\_\_\_

Floors: <u> 1 </u>	Attic: <u> N/A </u>
Basement: <u> N/A </u>	Roof: <u> Yes </u>
Crawlspace: <u> N/A </u>	Pipe Tunnels: <u> N/A </u>
Pipe Shafts: <u> N/A </u>	Penthouse: <u> N/A </u>
Sheds/Barns: <u> N/A </u>	Years of Construction: <u> 10+ </u>

Approximate Square Footage per Floor: \_\_\_\_\_

Approximate Total Square Footage:  400

Building History: \_\_\_\_\_ Current Use:  Warehouse  Past Use:  Warehouse

Additions/Renovations:  N/A

Exterior:

Metal \_\_\_\_\_ Brick  X  Wood \_\_\_\_\_ Transite \_\_\_\_\_ Other \_\_\_\_\_

**Custom Services Industries**

1608 Virginia Ave. W  
Huntington, WV 25704

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<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>1.0</b>
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### APPENDICES

<b>Appendix A</b>	Sampling Chart, Hot Sheet, Chain of Custody & Laboratory Results
<b>Appendix B</b>	Photographs, Floor Plans
<b>Appendix C</b>	Certifications
<b>Appendix D</b>	AHERA Hazard Ranking

# 1.0 INTRODUCTION

## 1.1 Property Description

---

Address: **97 Independent Ave., Nitro, WV 25143**

Nature of Use: WV Alcohol Beverage Control  
Number of Buildings: 1  
Number of Floors: 1  
Building Square Footage (SF): 400  
Surveyed by: Michael McCallister  
Assessment Date: **07/15/2021**

## 1.2 Purpose and Scope

---

The purpose of this asbestos survey was to sample and analyze suspect asbestos-containing materials (ACM) which could present an exposure risk during potential demolition or renovation activities. The owner or operator of a demolition / renovation activity and prior to the start of that activity is required to thoroughly inspect the affected facility for the presence of asbestos including category I and Category II nonfriable ACM per the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR, Part 61, Subpart M). The West Virginia Department of Environmental Protection is charged with enforcement of the NESHAP standards in the State of West Virginia. The suspect materials sampled during the survey were limited to accessible areas within the interior and exterior of the building.

## 1.3 Methods

---

Suspected ACM were identified for bulk sampling. Bulk samples were randomly collected and placed into individual containers and labeled with unique sample identification numbers in accordance with sampling protocols set forth in 40 CFR Part 763. The samples were then analyzed by an independent third-party laboratory using Polarized Light Microscopy (PLM), the most commonly used method to analyze building materials for asbestos. Suspect materials were determined to be asbestos containing material if they contain more than one percent asbestos as determined using PLM.

Under the Asbestos NESHAP, non-friable ACM is further divided into two categories: Category I and Category II. Cat I Non-friable Asbestos Containing Material (ACM) is to asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos. Cat II Non-friable Asbestos – Containing Material (ACM) is any material that is not Cat I, containing greater than one percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Cat II non-friable ACMs, such as cement siding, transite board shingles, may become friable and release fibers if the sources are exposed to actions such as abrasion, drilling, cutting, fracturing or hammering. During renovation or demolition activities, non-friable sources may become friable and thus may pose an exposure risk.

Based on the United States Environmental Protection Agency's (USEPA'S) definition, a material which contains greater than one percent (1%) asbestos, as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), is considered an ACM and must be handled according to OSHA, USEPA, and the State of West Virginia regulations.

## 2.0 ASBESTOS SURVEY

### 2.1 Visual Inspection

---

Mr. Michael McCallister was contacted by **Fred Wooton** to collect asbestos sampling on the above address of the building located at **97 Independent Ave., Nitro, WV 25143**. **Mr. McCallister** collected a total of **Two (2)** Asbestos Samples taken throughout.

No destructive or extraordinary means were utilized to inspect or sample within walls or other structural components or equipment. A sampling tool (i.e. screwdriver, utility knife, etc) may have been used to collect bulk samples in an attempt to obtain a sample representative of all layers of the suspect material. As a consequence, the inspection and survey in this report was based on access to readily available areas within the structure; therefore, some areas containing ACM may not have been identified due to inaccessibility.

The building located at **97 Independent Ave., Nitro, WV 25143**.

Suspect asbestos-containing materials observed at the time of the inspection were sampled and analyzed for asbestos content. The survey also established whether any of the substrates sampled could be considered friable and/or significantly damaged or capable of immediate worker exposure.

Visual eliminated:

### 2.2 Analytical Results

---

A total of **Two (2)** bulk samples of suspected ACM were collected for analysis on **07/15/2021**. The samples were assigned individual sample numbers, sealed in plastic bags, and transported under proper chain-of-custody documentation **Hayes Microbial Consulting** for the analysis of asbestos bulk samples. Refer to Appendix A for analytical data.

---

### 3.0 CONCLUSION

Damaged asbestos containing material may release asbestos fibers. This is particularly true if it is disturbed by sawing, scraping, sanding, grinding, cutting or abrading during demolition or renovation activities that would render the material friable. The EPA recommends that all ACM be removed by a certified asbestos contractor prior to any renovation or demolition activities that may impact the material and is required when the structure is being demolished. Removal is complex and must only be performed by a certified licensed asbestos contractor with special training. Improper removal may actually increase the health risks to any workers or occupants.

The following tested positive for the presence of asbestos.

See Appendix A: Hot Sheet

**Friable ACM:** See Appendix A: Hot Sheet

**Category I non-friable material:** See Appendix A: Hot Sheet

Be advised that the potential does exist for additional suspect ACM to be exposed during demolition and/or renovation activities. Such materials should be sampled and analyzed for asbestos content prior to any renovation and/or demolition activities that could impact these materials.

Notes: **No ACM Detected**

---

## 4.0 LIMITATIONS

The square and/or linear footages included in this report are ESTIMATES ONLY and are not to be used for bidding purposes.

The client may choose to give this report to a contractor or other entity in order to obtain a bid, but these figures should be confirmed by that contractor prior to entering the bid process.

This report is for the client's information solely and should not be considered totally accurate where the square and/or linear footages are concerned. Custom Services Industries includes estimates which are dependent on the material and locations involved, but in no way, are to be taken as a final number for a bidding process.

Any discrepancy between the figures involved in this report and a contractor's figures should be resolved between the client and the contractor and not Custom Services Industries.

### USER RELIANCE:

This report may be distributed and relied upon by **Fred Wooton, WV Alcohol Beverage Control**. Reliance on the information and conclusions in this report by any other person or entity is not authorized without the written consent of Custom Services Industries.

Sincerely,

Michael McCallister

President

---

**Custom Services Industries**

1608 Virginia Ave. W  
Huntington, WV 25704



---

## 5.0 SIGNATURE PAGE

Custom Services Industries has performed an asbestos survey on the property **WV Alcohol Beverage Control, Nitro, WV 25143** in general conformance with the scope and limitations of the protocol and the limitations stated earlier in this report. Exceptions to or deletions from this protocol are discussed earlier in this report.

Prepared By:

Customs Services Industries,

*Michael McCallister*

Michael McCallister

**Michael McCallister**  
**Asbestos Inspector**  
**West Virginia Licenses #AI010308**

**APPENDIX A:**  
**SAMPLING CHART, HOT SHEET, CHAIN OF CUSTODY, LABORATORY ANALYSIS**

**SAMPLING CHART # 1**  
*Material ACM/Non-ACM through Sampling*

<i>Sample ID#</i>	<i>Homogeneous Material Description</i>	<i>Type</i>	<i>Results</i>
MMCSI-01	Mastic on top of Tank, East	Mastic	N/D
MMCSI-02	Mastic on top of Tank, West	Mastic	N/D

**HOT SHEET**

Refer to 2.1 Visual Inspection

**Regulated Asbestos-containing Material, NESHAP, and AHERA Rankings**

Sample	Location of Asbestos Containing Materials	Material	Estimated Quantity	NESHAP Classification	AHERA Rank

**Square footage are estimates only.**

**The owner or contractor should verify them before the bid process begins.**

Asbestos containing materials must be removed prior to demolition. Friable materials can be easily pulverized and present a significant hazard. See Appendix D for clarification of friable rankings. For full clarification, please contact the following offices: WV Department for Environmental Protection, Division of Air Quality at (304) 926-0499 Ext. 1239 or the WV Bureau for Public Health (Asbestos Compliance Program) at (304) 558-6718.



#21025301

Analysis Report prepared for

# Custom Services Industries

1608 Virginia Ave. W  
Huntington, WV 25704

Phone: (681) 204-5366

21186  
WV Alcohol Beverage Control  
Nitro, WV

Collected: July 15, 2021  
Received: July 19, 2021  
Reported: July 19, 2021

We would like to thank you for trusting Hayes Microbial for your analytical needs!  
We received 2 samples by FedEx in good condition for this project on July 19th, 2021.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

Steve Hayes, BSMT(ASCP)  
Laboratory Director  
Hayes Microbial Consulting, LLC.



EPA Laboratory ID: VA01419



Lab ID: #188863



DPH License: #PH-0198

**Mike McCallister**  
**Custom Services Industries**  
1608 Virginia Ave. W  
Huntington, WV 25704  
(681) 204-5366

**21186**  
WV Alcohol Beverage Control  
Nitro, WV

**#21025301**

**Asbestos PLM Bulk**  
EPA 600/R-93, M-1482-020

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
1	MMCSF-01 - Mastic on Top of Tank East	Bulk Material / Black	3% Cellulose Fibers	None Detected
2	MMCSF-02 - Mastic on Top of Tank West	Bulk Material / Black	3% Cellulose Fibers	None Detected

**Custom Services Industries**  
1608 Virginia Ave. W  
Huntington, WV 25704



Collected: Jul 18, 2021

Received: Jul 19, 2021

Reported: Jul 19, 2021

Project Analyst:  
Geopha Jacob,

A handwritten signature in black ink, appearing to read 'Geopha Jacob'.

Date:  
07 - 19 - 2021

Reviewed By:  
Rinaldo Drake,

A handwritten signature in black ink, appearing to read 'Rinaldo Drake'.

Date:  
07 - 19 - 2021

3005 East Boundary Terrace, Suite F, Midlothian, VA 23112

(804) 562-3435

contact@hayesmicrobial.com

Page: 2 of 3

**Mike McCallister**  
**Custom Services Industries**  
1608 Virginia Ave. W  
Huntington, WV 25704  
(6081) 204-5366

**21186**  
WV Alcohol Beverage Control  
Nitro, WV

**#21025301**

### Asbestos Analysis Information

<b>Analysis Details:</b>	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by ABHA, MIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
<b>PLM Analysis:</b>	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
<b>TEM Analysis:</b>	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
<b>Definitions:</b>	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
<b>New York ELAP:</b>	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing.  Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of these samples. The original report provided to Hayes Microbial Consulting is available upon request.



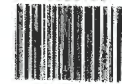


**Custom Services Industries**  
 1608 Virginia Ave W  
 Huntington, WV 25704

**P**

SHIP FEDERAL - PAK 50  
 DATE: 07-19-2021

ASBESTOS



21025301



8167 2873 0725

Job Number 21186	Job Name	Mobile	Email
Collector Mike McCallister	WV Alcohol Beverage (control)		mikemccallister@yahoo.com
Date Collected 07/15/2021	Nitro, WV	Note	

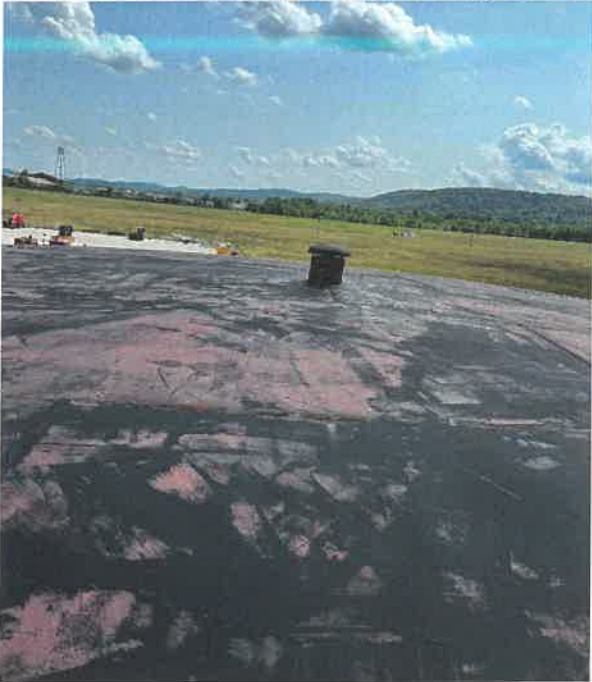
PLM	Analysis Type	Analysis Methods	Turnaround Times					
			3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Bulk	EPA 600*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Point Count	.400 Point* 1000 Point*	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Vermiculite	EPA 600* Cannatta Method	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
	Soil	EPA 600* CARR 435	3 Hour*	Same Day*	1 Day	2 Day	3 Day	5 Day
TEM	Air	EPA AirERA, NIOSH 7402		Same Day	1 Day	2 Day	3 Day	5 Day
	Bulk	Charfield		Same Day	1 Day	2 Day	3 Day	5 Day
	Wipe	ASTM D6480-05		Same Day	1 Day	2 Day	3 Day	5 Day
	Microvac	ASTM D5735-09		Same Day	1 Day	2 Day	3 Day	5 Day
PCM	Air	NIOSH 7400	3 Hour	Same Day	1 Day	2 Day	3 Day	5 Day

#	Group	Number	Sample Name	Analysis Type	Turnaround	Volume / Area	Stop 1+1
1		MMCSI-01	Mastic on top of Tank East	PLM	3 hour		
2		MMCSI-02	Mastic on top of Tank West	PLM	3 hour		
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							

Released by Mike McCallister	Date 07/16/2021	Received By. <i>ML</i>	Date 7/19/21
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**Custom Services Industries**  
 1608 Virginia Ave. W  
 Huntington, WV 25704

**APPENDIX B: PHOTOGRAPHS AND FLOOR PLANS**





**APPENDIX C: CERTIFICATIONS**

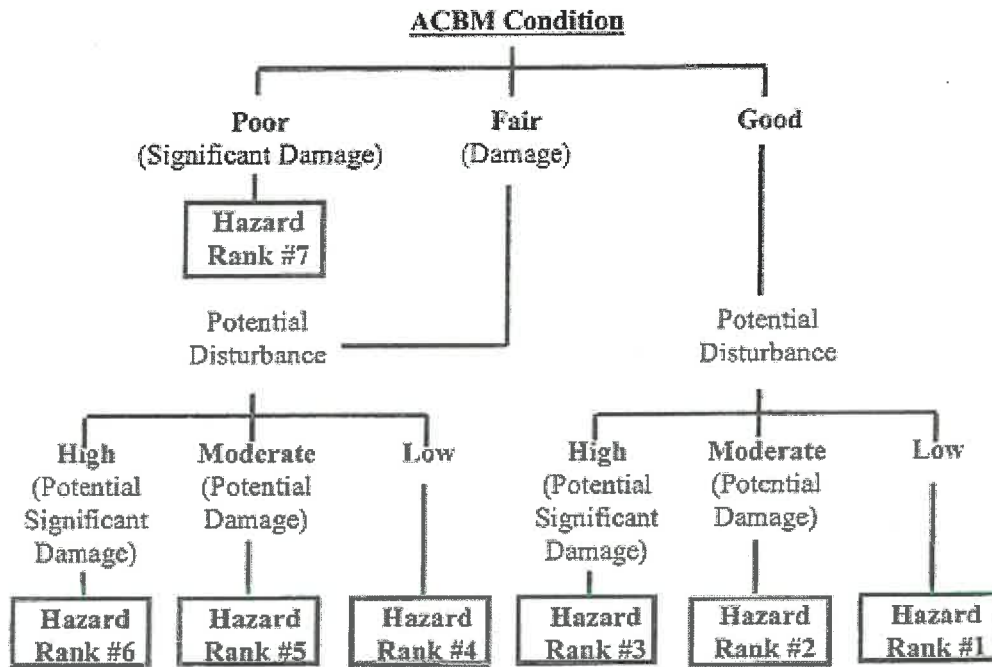


**Custom Services Industries**

1608 Virginia Ave. W  
Huntington, WV 25704

THE SEVEN AHERA ASSESSMENT CATEGORIES

**CLASSIFICATIONS FOR HAZARD POTENTIAL**



**RESPONSE ACTION BASED ON AHERA HAZARD RANKING**

<b>Hazard Rank</b>	<b>Removal Priority</b>	<b>AHERA Categories</b>	<b>Response Actions Required by AHERA</b>
7	1	Significantly Damaged	Evacuate or isolate the area if needed. Remove the ACBM (or enclose or encapsulate if sufficient to contain fibers). Repair of Thermal System Insulation is allowed if feasible and safe. O & M required for all friable ACBM
6	2	Damaged and Potential for Significant Damage	Evacuate or isolate the area if needed. Remove, enclose, encapsulate or repair to correct damage. Take steps to reduce potential for disturbance. O & M required for all friable ACBM.
5	3	Damaged and Potential for Damage	Remove, enclose, encapsulate or repair to correct damage. O & M required for all friable ACBM.
4	4	Damaged	Same as hazard rank 5
3	5	Potential for Significant Damage	Evacuate or isolate the area if needed. Take steps to reduce potential for disturbance. O & M required for all friable ACBM.
2	6	Potential for Damage	O & M required for all friable ACBM.
1	7	No Problem	O & M required for all friable ACBM, but measures need not be as extensive as above.

REQUEST FOR QUOTATION  
**ABCA Warehouse Fire Prevention Renovations**

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Alcohol Beverage Control Administration to establish a contract for ABCA Warehouse Fire Prevention Renovations. Michael Baker International, Inc. is serving as the Architect on this project.
  
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 and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** means Remove existing water storage tank and pump house, install fire water supply line, provide fire pump room in warehouse, and provide new electric power service for pump room, as more fully described in these specifications and the Specifications/Project Manual.
  
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  
  - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
  
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
  
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request,

REQUEST FOR QUOTATION  
**ABCA Warehouse Fire Prevention Renovations**

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through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.  
  
Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold Ten Percent (10%) from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION  
**ABCA Warehouse Fire Prevention Renovations**

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**10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by (date to be determined) and final completion by contract end date. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

One thousand dollars (\$1,000.00) for Each Calendar Day

**12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Charleston Blueprint, Inc.  
1203 Virginia Street East  
Charleston, West Virginia 25301

Copies of Construction Plans and Project Manual shall be \$150.00 per set.

Copies of project plans can be examined at the following locations

Michael Baker International, Inc.  
400 Washington Street East, Suite 301  
Charleston, West Virginia 25301  
Phone: 304-769-0821

Kanawha Valley Builders Association  
1627 Bigley Avenue  
Charleston, West Virginia 25302  
Phone: 304-342-7141

Contractors Association of West Virginia  
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166

REQUEST FOR QUOTATION  
**ABCA Warehouse Fire Prevention Renovations**

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McGraw-Hill Dodge Reports  
Attn: Scan Department  
3315 Central Avenue  
Hot Springs, Arkansas 71913-6138  
Phone: 781-430-2004

Reed Construction Data  
30 Technology Parkway South, Suite 100  
Norcross, Georgia 30092  
Phone: 800-925-6541

Parkersburg Marietta Contractors Association  
2905 Emerson Avenue  
Parkersburg, West Virginia 26104  
Phone: 304-485-6585

- 13. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 14. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 14.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 14.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 14.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 14.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 14.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
ABCA Warehouse Fire Prevention Renovations

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**15. MISCELLANEOUS:**

**15.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JEFF FLANAGAN  
Telephone Number: 304-522-1390  
Fax Number: 304-522-1540  
Email Address: jeff.flanagan@vfpfire.us



EXHIBIT A - PRICING PAGE

**Alcohol Beverage Control Administration  
ABCA Warehouse Fire Prevention Renovations**

Name of Vendor:

VFP FIRE SYSTEMS

Address of Vendor:

525 19<sup>th</sup> St., WEST  
HUNTINGTON, WV 25704

Phone Number of  
Vendor:

304 522-1390

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**

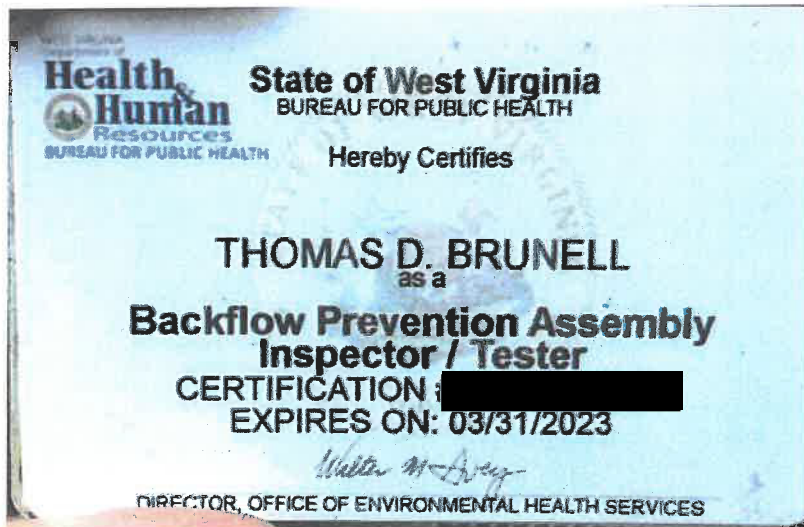
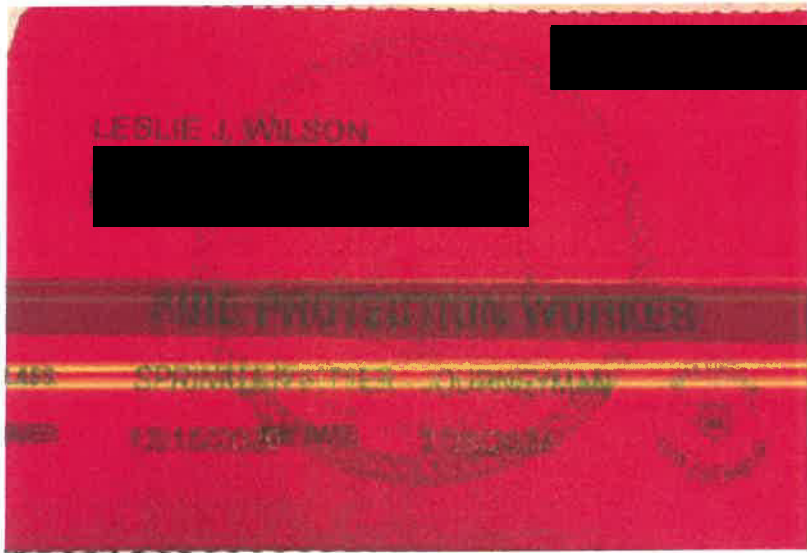
The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

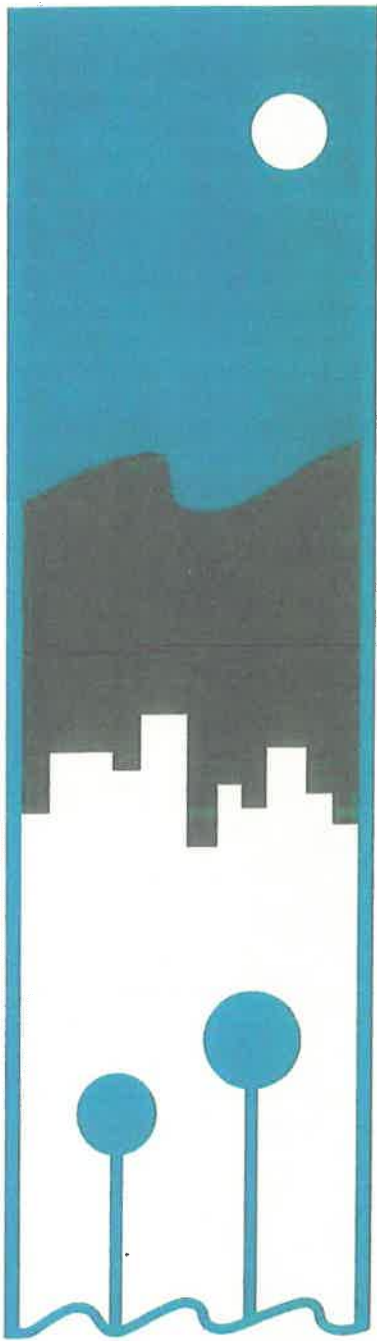
3,120,000.00

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Three million one hundred  
twenty thousand and 00/100 dollars







**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**



# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

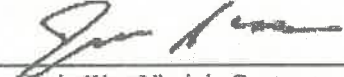
**Number:** WV056682

**Classification:**  
SPRINKLER AND FIRE PROTECTION

VIKING AUTOMATIC SPRINKLER COMPANY  
DBA VFP FIRE SYSTEMS  
301 YORK AVE  
SAINT PAUL, MN 55130

Date Issued	Expiration Date
OCTOBER 02, 2020	OCTOBER 02, 2021

  
Authorized Company Signature  
James Kevin Cleveland  
Contract Sales

  
Chair, 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.

To: Dept. of Administration

Purchasing Division

Joseph Hager, III

2019 Washington, St. East

Charleston, WV 25305-0130

Date: August 3, 2021

Proposal #080321JF

Email: jeff.flanagan@vfpfire.us

Spec.

Contractor License# WV056682

We are pleased to submit for your evaluation this proposal #4154 prepared in accordance with the standards of the National Fire Protection Association and 6/9/21 Part 1 and 2 Fire Protection plans and specification 165634 by Michael Baker.

**Scope**

VFP Fire Systems proposes to provide design, labor, material, and commissioning for the below listed fire protection systems at the ABCA Warehouse renovations in Nitro, WV. The scope will start at the Water storage tank demo and old fire pump removal. The static pressure is 125psi. Spec states 90 @ 1590 is required at the base of riser for system demand. Residual is 74 psi at 1590gpm. The fire pump proposed is 750gpm at 90 psi giving the max psi at 165 with a 10psi cushion. Demo of four (4) wet sprinkler system in the 152,720 sq ft (approx. 380x404) warehouse. Installation of the four (4) sprinkler system in the 152,720 sq ft. warehouse. All system(s) will be hydraulically calculated and hose flow added to them per NFPA 13. All piping 2 ½” and above will be sch. 10 blk and all piping 2” and below will be sch. 40 threaded black. New ductile iron underground will be installed per the specification.

**Water Storage Tank/Pump Demo**

**New Peerless Horizontal Electric Fire Pump 750**

Quantity	Description	System Type
1	- Peerless Pump 750 @ 90 psi	Fire Pump
1	- Fire Pump Controller w/Transfer switch	
1	- Test Header per NFPA Hose valves	
1	- Flow Meter with loop	

**New Ductile Iron Piping**

Quantity	Description	System Type
1200'	- Ductile Iron Piping	Underground
1	- Lot of Ductile Iron Fittings	
1	- Lead-in to the building	
1	- Hydrant	

**Sprinkler System 1 North West**

Quantity	Description	System Type
1	- 6” Alarm Valve with trim (Painted Red Header)	Wet
300'	- 6” Sch. 10 grooved black pipe	
150'	- 4” Sch. 10 grooved black pipe	
2100'	- 2” Sch 40 threaded black pipe	
1	- Lot of black fittings and hangers	
400	- ½” x ½” Brass Upright sprinklers	

CD-101; Notes 3 & 4 – Fire Suppression included  
CD-501; General Notes 1 & 2 – Fire Suppression included  
CD-501; Demolition Notes 1-16 - Fire Suppression included.  
C-101; Key Notes 7, 12, 14 & 16. Earthwork, trenching & backfilling – spoil removal by others  
C-501; Parking Area Extension Section 7/C-501  
C-501; Diesel Generator & Fuel Storage Pad 3/C-502 & Bollard Detail 4/C-502  
A-101; General Notes 1 & 2 & Existing Building – Demolition Plan 3/A-101, Building – Overall Plan 1/A-101, Building – Ground Floor Plan 3/A-101 including Key Notes 1-5, 7-9. Note 6 is excluded.  
1/A-501 Exterior Wall Section, excludes 8” Dia. Fire Water Pipe  
2/A-501 Bearing Wall Section, includes all notes.  
3/A-501 Bearing Wall Section. Includes all notes.  
4/A-501 Fire Pump Room – Exterior Elevations, includes all notes  
1/A-501 Opening Schedule is included.  
2/A-501 Door Frame Types is included.  
3/A-502 Door Type is included.  
4/A-502 Jamb Detail J1 is included.  
5/A-502 Head Detail H1 is included.  
6/A-502 Door Threshold Detail T1 is included.  
FA-101 Fire Alarm General Notes 1, 2A-2E 3. & Key Notes 1.  
FX-101 Included  
FX-501 included  
FX-502 Included  
1/M-101 Mechanical – Ground Floor – Fire Pump Room and Key Notes 1-3 is included.  
2/M-101 Floor Drain Detail is included.  
3/M-101 Drain Basin Detail is included.  
Basis of Design – Electric Unit Heater (EUH) Schedule is included.  
M-101 General Note 1 is included.  
E-100 is included.  
1/E-101 Electrical – Enlarge Lighting Plan is included.  
2/E-101 Electrical – Enlarge Power Plan is included.  
3/E-101 Electrical – Enlarged Power Plan is included.  
E-101 General Notes 1-4 is included,  
E-101 Key Notes 1-17 is included.  
1/E-701 Electrical – Single Line Diagram is included.  
E-701 Lighting Fixture Schedule is included.  
E-701 Power Panel Schedule is included.  
E-701 Basis of Design (Diesel Generator) is included.  
E-701 Key Notes 1-3 is included  
E-701 Wire Schedule is included.

VFP Fire Systems will be signatory to those contracts which:

- Cause VFP to provide indemnification for those acts for which it is responsible and not those for which others are responsible.
- Provide for payment from the contractor without precedent payment by others.
- Allow VFP to maintain its lien rights in the event of non-payment of legitimate billings within a reasonable amount of time.
- Recognize that we are signatory to a collective bargaining unit which may not allow our forces to work during a sanctioned work stoppage.

system, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
4. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$5,000 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.**
5. **IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$5,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.**
6. **CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.**
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the Proposal.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 3% per annum on all past due sums, together with all costs of collection, including attorney's fees.
11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*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.*

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**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

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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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: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**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.

**Vendor Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_

Vendor E-Mail: \_\_\_\_\_

\_\_\_\_\_



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

I, Jeff Flanagan, after being first duly sworn, depose and state as follows:

1. I am an employee of VFP Fire Systems; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(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: JEFF FLANAGAN

Signature: [Handwritten Signature]

Title: SALES

Company Name: VFP Fire Systems

Date: 8/3/2021

STATE OF WEST VIRGINIA,

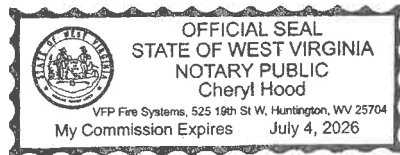
COUNTY OF Cabell, TO-WIT:

Taken, subscribed and sworn to before me this 3<sup>rd</sup> day of August, 2021.

By Commission expires 7/4/2021

(Seal)

[Handwritten Signature: Cheryl Hood]  
(Notary Public)



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, VFP Fire Systems  
of 525 19th Street West, Huntington, WV 25704, as Principal, and Pacific Indemnity Company  
of 202B Hall's Mill Road, Whitehouse Station, NJ 08889, a corporation organized and existing under the laws of the State of Wisconsin  
with its principal office in the City of Whitehouse Station, NJ, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, in the penal sum of Five Percent (5%) of Total (\$ 5%\*) for the payment of which,  
Amount Bid  
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  
ABCA Warehouse Fire Prevention Renovations - HUB Industrial Park, 97 Independent Avenue, Nitro, 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 Oblgee 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 3rd day of August, 2021.

Principal Seal

VFP Fire Systems  
(Name of Principal)

By Kevin Miller  
(Must be President, Vice President, or  
Duly Authorized Agent)

Area Manager + Duly Authorized Agent  
(Title)

Surety Seal

Pacific Indemnity Company  
(Name of Surety)

Joshua R. Loftis  
Joshua R. Loftis, 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.**

CORPORATE ACKNOWLEDGMENT

State of West Virginia )  
 ) ss  
County of Cabell )

On this 3rd day of August 2021, before me appeared Kevin Miller,  
to me personally known, who, being by me duly sworn, did say that he/she is the Area manager & Duty  
of VFP Fire Systems, a corporation, that the seal affixed to the Authorized Agent  
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in  
behalf of said corporation by authority of its Board of Directors, and that said Kevin Miller  
acknowledged said instrument to be the free act and deed of said corporation.

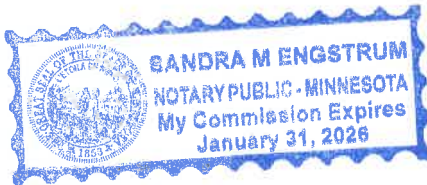


Cheryl Hood  
Notary Public Cabell County, West Virginia  
My commission expires 7/4/2026

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 3rd day of August 2021, before me appeared Joshua R. Loftis,  
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of \_\_\_\_\_  
Pacific Indemnity Company, a corporation, that the seal  
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was  
executed in behalf of said corporation by authority of its Board of Directors; and that said \_\_\_\_\_  
Joshua R. Loftis acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Engstrom  
Notary Public Hennepin County, Minnesota  
My commission expires 1/31/2026

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, Sarah Dragt, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Nicole M. Stillings, Rachel A. Thomas, Lin Ulven, Nathan Weaver, Colby D. White and Emily White of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 3rd day of February, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 3rd day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 3rd of August, 2021



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**CORPORATE POWER OF ATTORNEY**

THIS POWER OF ATTORNEY is made this 1st day of June 2021 by Viking Automatic Sprinkler Company, a Corporation organized under the laws of the State of Minnesota.

Viking Automatic Sprinkler Company, does hereby make, constitute and appoint Kevin Miller to be its true and lawful Attorney-in-Fact for the sole purpose of executing on behalf of the following, and only the following, documents: 1) Contracts up to 2,000,000; 2) Change Orders up to 1,000,000; 3) Lien Waivers; 4) Bid Bonds; 5) Performance and Payment Bonds; 6) Bids and Proposals up to 2,000,000; 7) Other Bid and Contract Documents; and 8) Leases and Rental Agreements, and to bind Viking Automatic Sprinkler Company, thereby as fully and to the same extent as if such documents were signed by an Executive Officer of Viking Automatic Sprinkler Company.

This Power-of-Attorney is granted and executed under the authority of the Board of Directors of Viking Automatic Sprinkler Company, as evidenced by election of Andrew S. McCleery to the office of Chief Executive Officer and President by said Board of Directors on the 22<sup>nd</sup> day of June 2011.

This Power-of-Attorney shall be effective until revoked in writing by an officer of Viking Automatic Sprinkler Company, termination of employment of the above-named person, or the 31<sup>st</sup> day of December 2021, whichever occurs first.

This Power-of-Attorney supersedes any previous Power-of-Attorney issued to the above-named individual.

Viking Automatic Sprinkler Company

By: \_\_\_\_\_

Chief Executive Officer and President

STATE OF MINNESOTA    )  
                                          ) : SS  
COUNTY OF RAMSEY    )

On this 1st day of June, 2021, before me, a Notary Public within and for said County, personally appeared Andrew S. McCleery, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer and President of Viking Automatic Sprinkler Company, the Corporation named in the foregoing instrument, and that this instrument was signed on behalf of the Corporation by authority of its Board of Directors and acknowledged that the execution of this instrument was the free act and deed of the Corporation.



Deborah A. Bleninger  
Notary Public

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

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: VFP FIRE SYSTEMS

Authorized Signature: [Signature] Date: 8-3-21

State of WV

County of CABELL, to-wit:

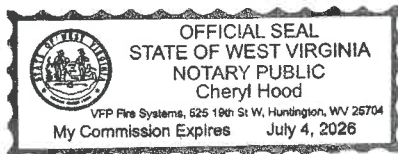
Taken, subscribed, and sworn to before me this 3<sup>rd</sup> day of August, 2021.

My Commission expires July 4, 2026

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Cheryl Hood



*Purchasing Affidavit (Revised 01/19/2018)*





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket when required by written contract, agreement, or permit and is executed prior to loss.	All projects or locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket when required by written contract, agreement, or permit and is executed prior to loss.	All projects or locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury" or "property damage" caused by your negligent acts or omissions

in the completion of your work at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ABC21\*12**

**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 checked="" 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 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.

VFP FIVE SYSTEMS  
Company

  
Authorized Signature

8-3-21  
Date

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0708 ABC2100000012

Date of Pre-Bid Meeting: July 14, 2021 at 1:00 pm

Location of Prebid Meeting: 97 Independent Ave, Nitro, WV 25143

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
VFP	JEFF FLANAGAN	525 19 <sup>th</sup> St W. Huntington, WV	304-590 1852		jeff.flanagan@ vfpfire.us
Danhill Construction Company	Chris Dozier	PO Box 685 Crawley Bridge, WV 25085	304-553-1553		cdozier33@yahoo.com
AGSTEP CONSTRUCTION	DAVID BALDWIN	1700 ST RT 34 Hurricane WV 25526	304-343 5900	304 343-0063	dbaldwin@ agstenconstruction .com
PROGRESSIVE Electric	Randy Rhodes	P.O Box 3695 char. WV 25036	304-345 1253	304 345 1256	RRrhodes@ wkwir4u.com

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
ABCA	Julia Jones	900 Penn Ave, 4th Fl Charleston, WV 25302	(304) 356-5510	(304) 957-0365	julia.m.jones @wv.gov
ABCA	Fred Wooton	900 Pennsylvania Ave Charleston, WV 25302	(304) 356-5500	(304) 957-0365	Fredric. L. Wooton @wv.gov
MICHAEL BAKER	PATRICK FOGARTY	400 WASHINGTON ST. CHARLESTON, WV 25310	(304) 7607-0821	-0822	pfogarty@ mbakerintl.com
MICHAEL BAKER INTL.	DAVID HILLIARD				dhilliard@ mbakerintl.com
ABCA	Ronnie Briscoe		(304) 550-6856		ronnie.a.briscoe @wv.gov

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Ayden Construction Co Inc	Austin King	1700 State Rte 34 Hurricane, WV 25126	304-543-5100	304-543-0063	AKing@AydenConstruction.com

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0708 ABC2100000012

Date of Pre-Bid Meeting: July 14, 2021 at 1:00 pm

Location of Prebid Meeting: 97 Independent Ave, Nitro, WV 25143

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Kelly Genator	Brandon Forinash	50 Technology Drive Coal Creek WV	304 730 3226		Bforinash@kge.com
Master Service Corp.	Kaya Lee	2553 Harrison Ave. Elkins, WV 26241	304-636-8170 Ext. 116		kaya@master-service.com
Cummins Inc	David Rollins	602 New Goff Mountain Rd. Cross Lanes WV 25313	304-964-3007		alan.beasley@cummins.com

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BREWER : COMPANY OF WV INC	DOUG MEEKS	3601 7TH AVE CHARLESTON, WV 25387	304744-5314	<del>304744-4899</del> 304744-4899	doug.meeks@ brewerfire.com
SQP Construction	Scott Cunningham	281 Smiley Dr. St. Albans, WV 25177	304 532 3659	NA	estimating@sqpgc.com

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