

### State of West Virginia Agency Request for Quote Highways

Proc Folder: 1415901 Reason for Modification:

Doc Description: 10-24-B711 Installation of Salt Shed Roof

**Proc Type:** Agency Purchase Order

Date Issued Solicitation Closes Solicitation No Version

2024-04-24 2024-05-16 14:30 ARFQ 0803 DOT2400000080

#### **BID RECEIVING LOCATION**

PROCUREMENT DIVISION

**DIVISION OF HIGHWAYS** 

**BLDG 6 RM 340A** 

1900 KANAWHA BLVD E

CHARLESTON WV 25305

US

#### VENDOR

**Vendor Customer Code:** 

Vendor Name: COVER-ALL BUILDINGS OF WV, INC.

Address: P.O. BOX 727

Street:

City: BRIDGEPORT

State: WV Country: U.S. Zip: 26330

MAY 7'24 PM12:27 REC'D BUDGET - PROCURE

Principal Contact: NATHANIEL G ROHRIG

Vendor Contact Phone: (304) 623-4827 Extension:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859

dusty.j.smith@wv.gov

Vendor

Signature X FEIN# 55-076-5921 DATE 05-14-2024

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

 Date Printed:
 Apr 24, 2024
 Page 1
 FORM ID: WV-PRC-ARFQ-002 2020/05

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#### **ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION -Installation of Salt Shed Roof PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

\*\*\*\*\*\*\*\*\*NOTICE\*\*\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT TEN		DISTRICT TEN	
270 HARDWOOD LN		270 HARDWOOD LN	
PRINCETON	WV	PRINCETON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Installation of Fabric Cover Roof System	1.00000	EA		
1					

Comm Code	Manufacturer	Specification	Model #	
72120000				

#### **Extended Description:**

New Salt Shed Structure

SCHEDU	LE OF EVENTS	
Line	<u>Event</u>	Event Date
1	Mandatory Pre-Bid 10:00AM	2024-05-07
2	Technical Questions Due at 10:30am	2024-05-10

Apr 24, 2024

	Document Phase	Document Description	Page 3
DOT2400000080		10-24-B711 Installation of Salt Shed Roof	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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# INSTRUCTIONS TO VENDORS SUBMITTING BIDS (Agency Delegated Procurements Only)

- 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.

2 <i>A</i>	A. PREBID MEETING: The item identified below shall apply to this Solicitation.
	A pre-bid meeting will not be held prior to bid opening
<b>V</b>	A MANDATORY PRE-BID meeting will be held at the following place and time: 1790 Robert C Byrd Drive Beckley, WV
	May 7th, 2024 10:00AM

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. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

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.

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

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency Contact. 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: May 10th, 2024 10:30am

Submit Questions to:

**Dusty Smith** 

Email: dotprocurementtechques@wv.gov

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### 4A. BID SUBMISSION

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 Agency.

SEALED BID: Installation of Salt Shed Roof

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2400000080

BID OPENING DATE: 05/16/2024 BID OPENING TIME: 2:30pm FAX NUMBER: 304-558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

- **6. 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.
- 7. 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 West Virginia 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.
- **8. 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.
- **9. 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.
- 10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 11. 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: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.
- 11A. 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, if reciprocal preference is requested by a West Virginia resident vendor, 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: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.

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- 12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.
- 13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 14. 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."
- **15. 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."
- **16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

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# GENERAL TERMS AND CONDITIONS: (Agency Delegated Procurements Only)

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.
- 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 onand the initial contract term extends until
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.
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 and Agency.
<b>Delivery Order Limitations:</b> 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 th 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 notic to proceed and must be completed withindays.
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
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.

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date listed on the first page of this Contract, identified as the State of West Virginia contract
cover page containing the signatures of the State Agency (or another page identified as  ), and continues until the project for which the
vendor is providing oversight is complete.
Other: See attached.
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.
<b>5. QUANTITIES:</b> 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.
<b>Construction:</b> This Contract is for construction activity more fully defined in the specifications.
<b>6. EMERGENCY PURCHASES:</b> 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.

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Agency by the Vendor as specified below.
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.
✓ Valid West Virginia Contractors license
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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 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 or not 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:
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.

**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.

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_	e State or Agency's right to pursue any other available remedy. Vendor
	ted damages in the amount specified below or as described in the
	for
	Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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- 11. 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.
- 12. 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.
- 13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.
- 14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)
- 15. 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.
- **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.

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- 17. 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.
- **18. CANCELLATION:** The State 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 Agency 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.
- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- **20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- 21. 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. 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.
- **22. 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.
- 23. 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.
- 24. 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.

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- 25. 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.
- **26. 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 and any other government agency or office that may be required to approve such assignments.
- 27. 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.
- **28. 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.
- **29. 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 www.state.wv.us/admin/purchase/privacy.
- **30. 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.

- 31. 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. 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.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.
- 34. 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.

- 35. 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 an y 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.
- 36. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.
- 37. 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.
- **38. 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 <a href="mailto:purchasing.division@wv.gov">purchasing.division@wv.gov</a>.
- **39. 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.

- **40. 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.
- 41. 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

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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.

- **42. 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.
- **43. 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

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

- 1. CONTRACTOR'S LICENSE: West Virginia Code § 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. BONDS: The following bonds must be submitted if the Contract exceeds \$25,000:
  - ☑ BID BOND: 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 OR VENDOR'S BID WILL BE DISQUALIFIED.
  - ☑ **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 Agency 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 Agency prior to Contract award.
  - ☑ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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.

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- **4. 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 contract. 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. 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
wa	ge rates.
V	The work performed under this contract is not subject to Davis-Bacon wage rates.

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

- 1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- **3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- **4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- **5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

Nathaniel G Rohrig President	
(Printed Name and Title)	
P.O. Box 727 Bridgeport, WV 26330	
(Address) (304) 623-4827 (304) 622-5546	
(Phone Number) / (Fax Number) nrohrig@aol.com	
(E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Cover-All Buildings of WV, Inc.
(Company)
(Signature of Authorized Representative)
Nathaniel G Rohrig
(Printed Name and Title of Authorized Representative)
5-14-2024
(Date)
(304) 623-4827 (304) 622-5546
(Phone Number) (Fax Number)
Revised 8/24/2023

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### GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways to establish a contract for the following:

Install a previously purchased fabric covered roofing system on a new concrete structure that will be used for salt storage. The new salt shed structure is located at 1709 Robert C Byrd Drive Beckley WV 25891

The Vendor shall furnish all labor and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 Project Plans as defined below.
  - **2.1 "Construction Services"** means fabric covered roof system installation as more fully described in the Project Plans.
  - **2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans 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 "Project Plans" means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- **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 five (5) projects that involved work like that described in these specifications or the Project Plans. Compliance with this experience requirement will

be determined prior to contract award by the State through references provided by the Vendor upon request, 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.

- **4.2.** Licensing: Vendor must have valid Contractor's License
- 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.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. 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. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.
  - No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.
  - ☐ Additional Project Plan Documents: There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

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#### 10. CONDITIONS OF THE WORK

- **10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- **10.2. Existing Conditions**: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.3. Standard Work Hours: The standard hours of work for this Contract will be Monday Friday 6:30am 3:00pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- **10.4. Project Closeout**: Project Closeout shall include the following:
  - **10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - 10.4.1.1 Remove and dispose of all construction related debris from the job site.
  - 10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.
- 11. 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:
  - **11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 12. MISCELLANEOUS:

**12.1.** 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: _	NATHANIEL G ROHRIG	
Telephone Number:	(304) 623-4827	
Fax Number:(3	04) 622-5546	
Email Address:	NROHRIG@AOL.COM	

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### **EXHIBIT A – Pricing Page**

INSTALL A FABRIC COVERED ROOF SYSTEM AT:

WVDOH – Coalfields Expressway

1790 Robert C Byrd Drive

Beckley WV 25891

VENDOR NAME: COVER-ALL BUILDINGS OF WV, INC.
AUTHORIZED SIGNATURE:
The aforementioned, hereinafter called Vendor, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, equipment, supplies, and transportation and to perform all work in accordance with the bidding documents within the time set forth for the sum of:
BASE BID:
For the lump sum of: \$ 27,500.00
(show amount in numbers)
TWENTY SEVEN THOUSAND FIVE HUNDRED
(show amount in words)
(In the event of a difference between the written amount and the number amount, th written amount shall govern).

The contract shall be awarded to the vendor that provides the lowest overall lump sum

cost.

**DATE:** 05-14-2024

**CONTRACT AWARD:** 

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### **EXHIBIT B – PROJECT PLANS**

### 1. GENERAL REQUIREMENTS:

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

The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized "industry standard" specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in the RSQ process as a Vendor or as a supplier to the Vendor, as applicable.

- I. **Product Requirements:** All products and procedures shall be in accordance with the specifications herein.
- II. Technical Requirements: Vendor shall be responsible for locating the presence of utilities by inquiring with WV-811 and any Non WV-811 participating utilities.

#### III. Execution:

1. Installation of Fabric Covered Roof: Vendor shall be responsible for all labor, equipment, and supplies necessary to install a steel framed, single-span truss arch, fabric covered roof system, over a newly constructed concrete structure that is intended to house salt. The roof system is already on site and must be installed in accordance with the manufacturer's specifications. The salt shed structure is 54 foot X 100 foot, and the roofing system was made to fit. The installation will be overseen by a technical expert from Cover All Buildings of West Virginia Inc to ensure the installation is completed within specified requirements of the manufacturer.

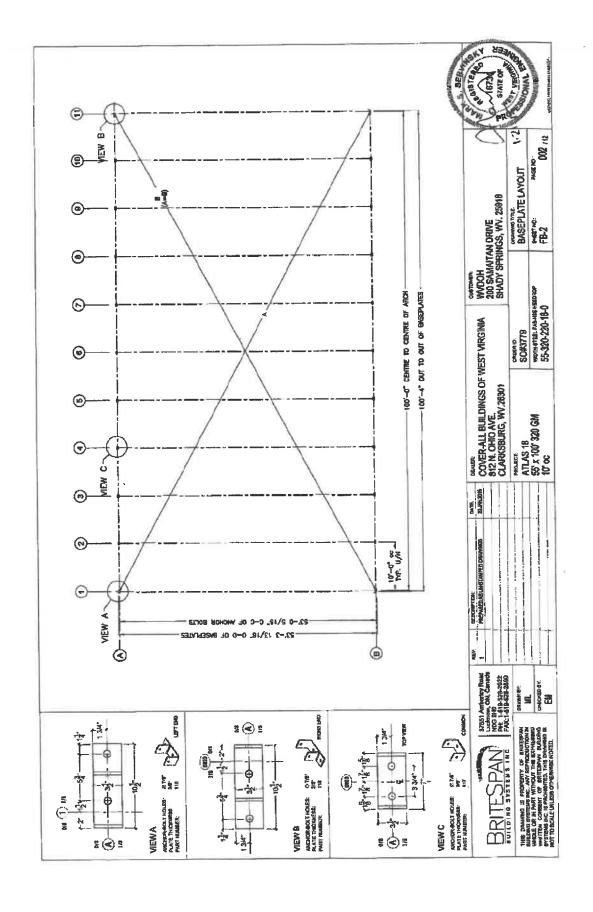
## 2. Completion:

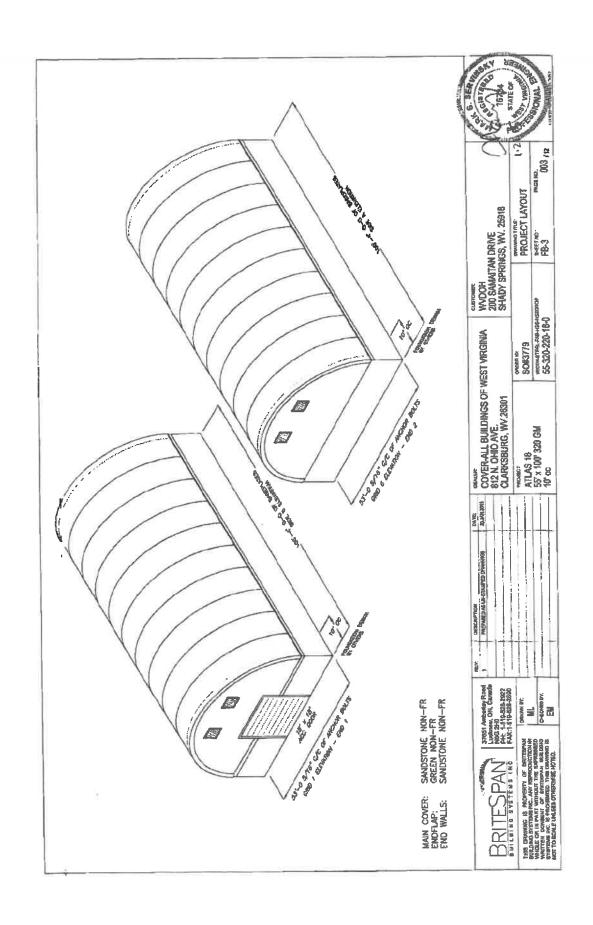
All construction related debris must be removed from the project site. Project must be completed and invoiced by June 15<sup>th</sup>, 2024.

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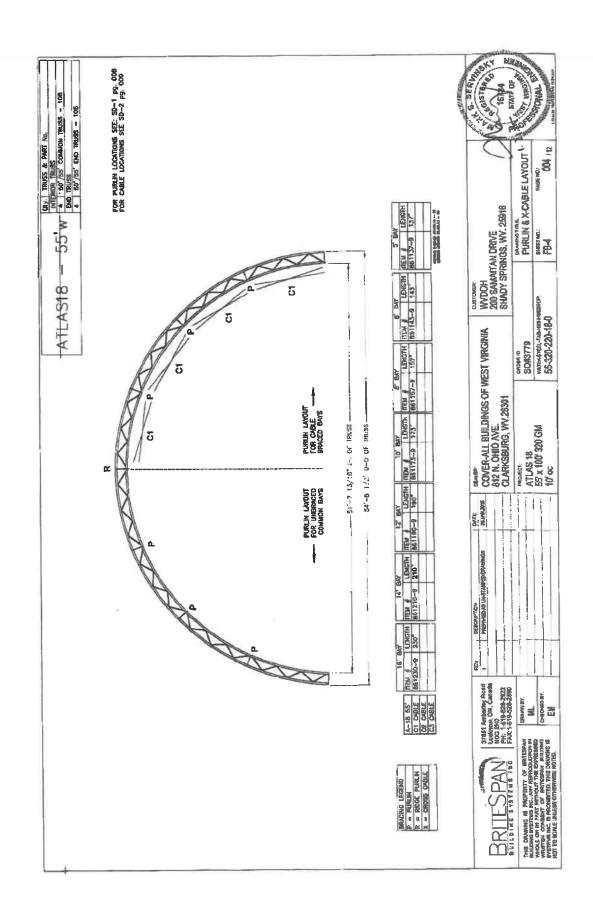
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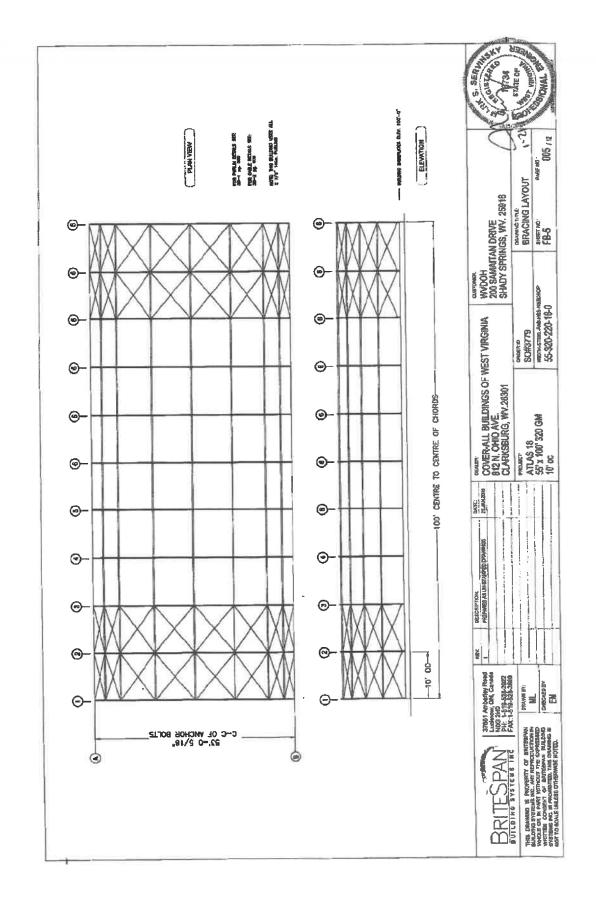
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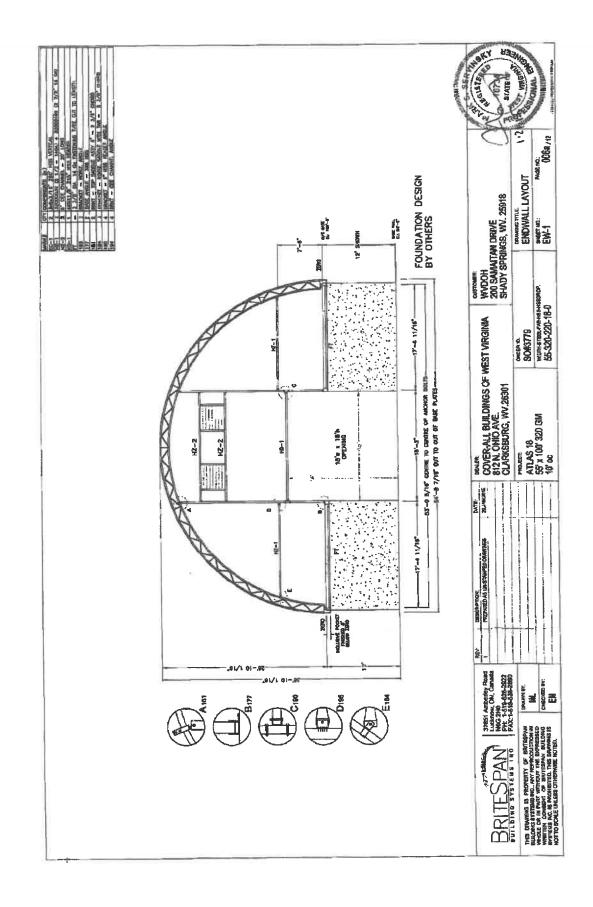


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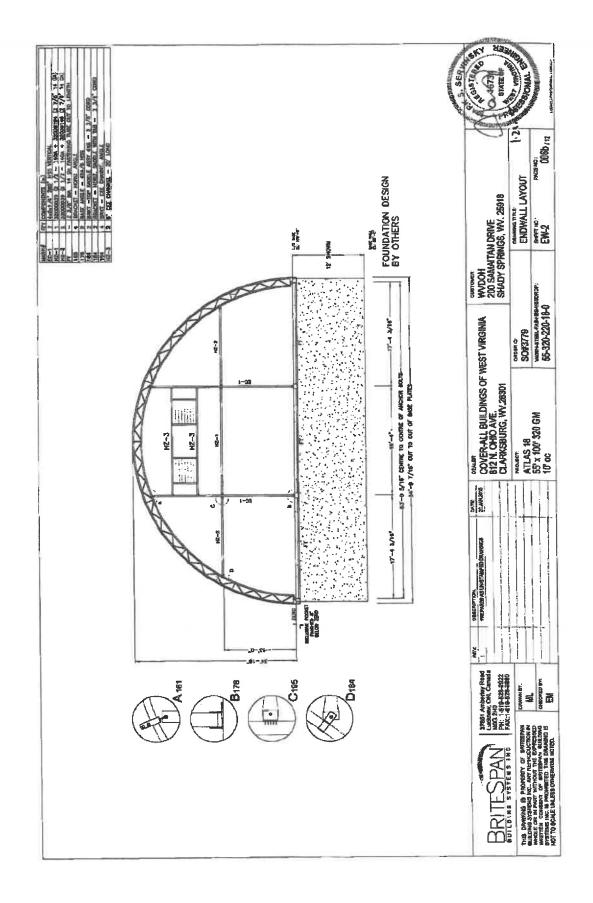


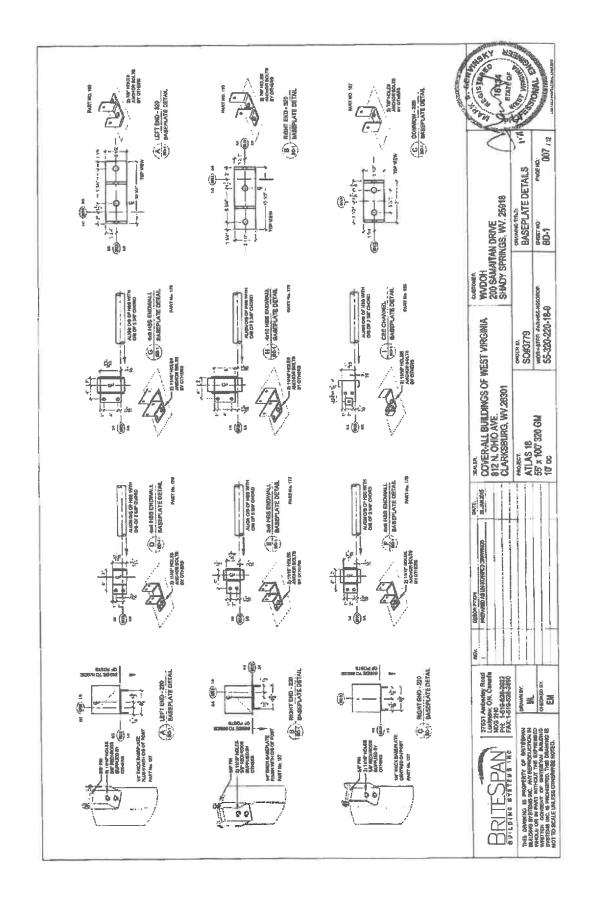


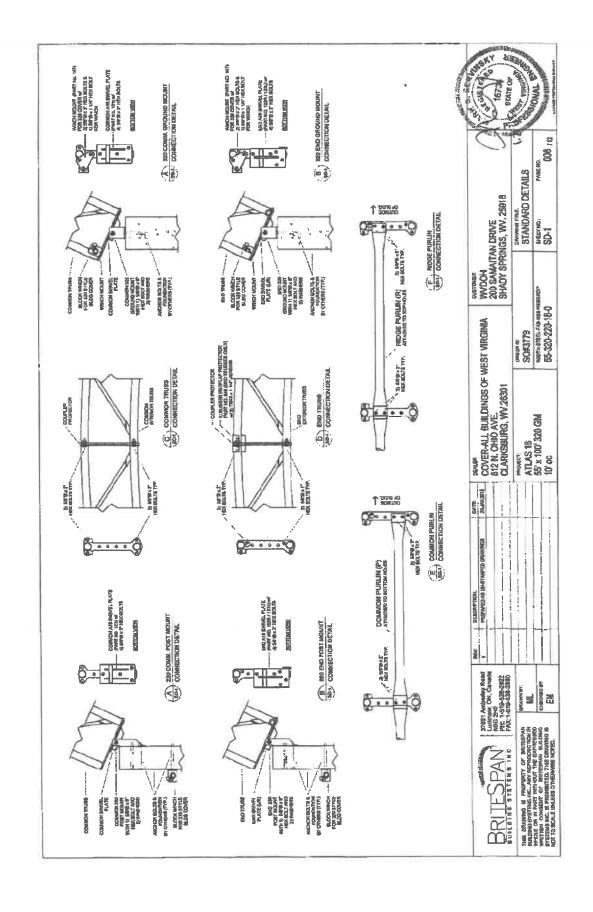
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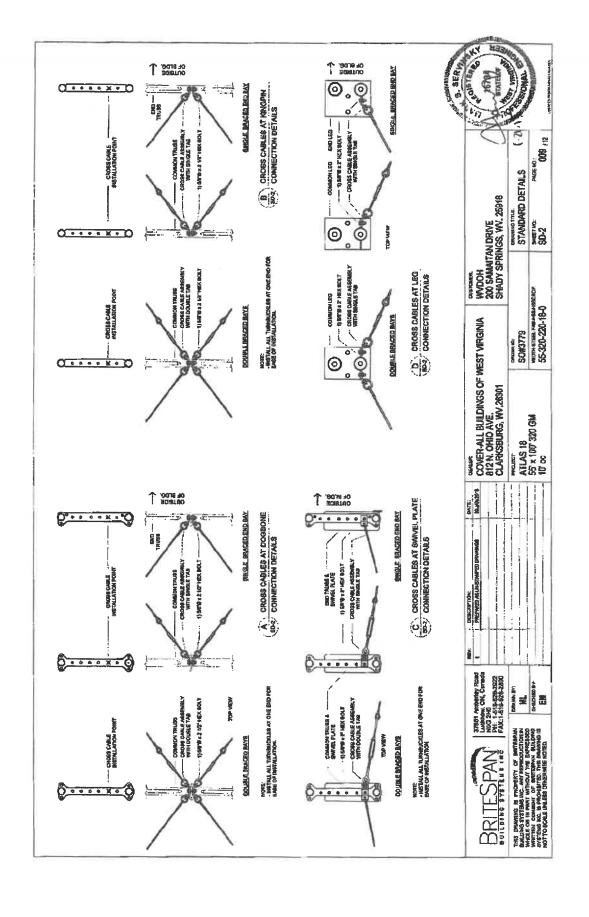


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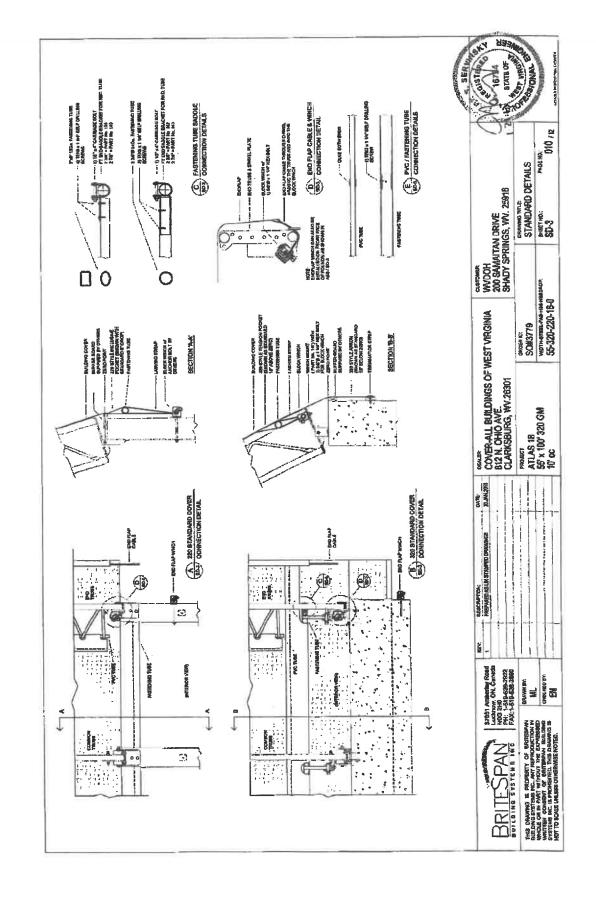


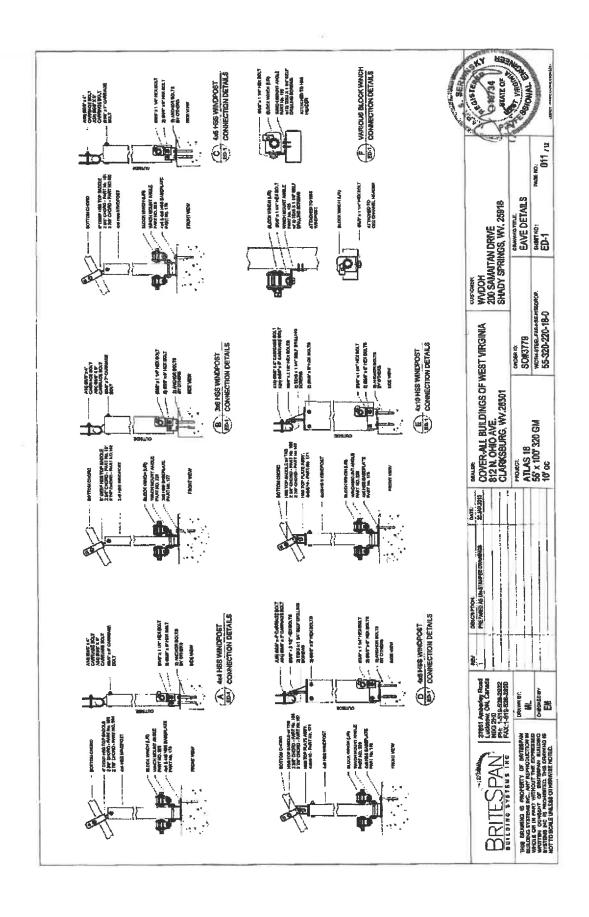


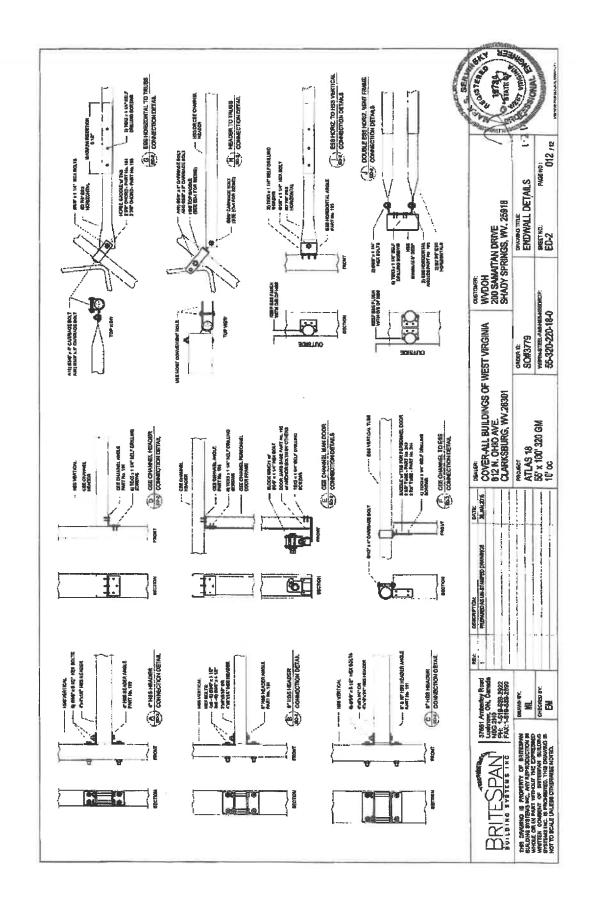




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#### WV-10 Approved / Revised 06/08/18

## State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

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

Date: 0	3-14-2024 Title: PRESIDENT					
	COVER-ALL BUILDINGS OF WV, INC. Signed:					
Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.						
By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.						
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.						
8.	Application is made for reciprocal preference.  Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.					
7.	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.  Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.					
6. 	Application is made for 3.5% vendor preference who is a veteran for the reason checked:  Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.					
5.	<b>Application is made for 3.5% vendor preference who is a veteran for the reason checked:</b> Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; <b>or</b> ,					
4. 	Application is made for 5% vendor preference for the reason checked:  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,					
3.	Application is made for 2.5% vendor preference for the reason checked:  Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,					
2.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,					
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; <b>or</b> ,					
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; <b>or,</b>					
1. 	Application is made for 2.5% vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,					

,1xk

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COVEBUI-01

**EKEMPER** 



#### **CERTIFICATE OF LIABILITY INSURANCE**

3/5/2024

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

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

th	' SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to the	certi	terms and conditions of ificate holder in lieu of su	tne pol Ich end	ıcy, certain ¡ orsement(s)	oolicies may	require an endorsement. A	statement on
PRO	DUCER				CONTACT NAME:				
	e Ridge Risk Partners, LLC 0 C Professional Court				PHONE (A/C, No, Ext): (301) 733-2530 FAX (A/C, No): (301) 791-1478				
	erstown, MD 21740				E-MAIL ADDRES	S:		1000,110/10	,
						200	URER(S) AFFOR	RDING COVERAGE	NAIC#
					INSURE	RA:Westfie	ld Insuranc	e	24112
INSL	JRED				INSURE	в : BrickSt	reet Mutua	l Ins.	12372
	Cover-All Buildings of WV,	lnc.			INSURE	RC:			
	P.O. Box 727				INSURE	RD:			
	Bridgeport, WV 26330				INSURE	RE:			
					INSURE	RF:			
				NUMBER:				REVISION NUMBER:	
- IN	HIS IS TO CERTIFY THAT THE POLICI IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY	REQUI	REM	ENT, TERM OR CONDITIOI	N OF A	NY CONTRAC	CT OR OTHER	R DOCUMENT WITH RESPECT :	TO WHICH THIS
E	XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES.	LIMITS SHOWN MAY HAVE	BEEN R	EDUCED BY	PAID CLAIMS.	ED HEKEIN IS SUBJECT TO A	LL THE TERMS,
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY		-			001000000000000000000000000000000000000		EACH OCCURRENCE \$	1,000,000
	CLAIMS-MADE X OCCUR	X		193009J		11/19/2023	11/19/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
								MED EXP (Any one person) \$	5,000
								PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	2,000,000
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$	2,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
	X ANY AUTO			193009J	11/19/2023	11/19/2024	BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$		
								\$	
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE \$	2,000,000
	EXCESS LIAB CLAIMS-MADE			193009J	11/19/2023		11/19/2024	AGGREGATE \$	2,000,000
_	DED RETENTION \$							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WCB1008201		8/11/2023	8/11/2024	E.L. EACH ACCIDENT \$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000
-	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000
-		_	_						
DES Cert	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC ificate holder is additional insured on o	LES (A	ACORE al liat	) 101, Additional Remarks Schedu pility with executed signed	ule, may be I contrac	attached if mor	e space is requi	red)	
				,		•			
CE	RTIFICATE HOLDER				CANO	ELLATION			
WV Department of Administration Purchasing Division			THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CANC IEREOF, NOTICE WILL BE CY PROVISIONS.			
	2019 Washington Street, Ea	st			AUTOO	1760 BENDES	NITATO!		
Charleston, WV 25305			AUTHORIZED REPRESENTATIVE						

# CONTRACTOR LICENSE

AUTHORIZED BY THE

West Virginia Contractor Licensing Board



WEST VIRGINIA

WV061264

CLASSIFICATION:

SPECIALTY

COVER ALL BUILDINGS OF WEST VIRGINIA INC DBA COVER ALL BUILDINGS OF WEST VIRGINIA INC PO BOX 727 BRIDGEPORT, WV 26330

DATE ISSUED

EXPIRATION DATE

OCTOBER 06, 2023

OCTOBER 06, 2024

Authorized Signature

Chair, West Virginia Contractor

Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

#### State of West Virginia Purchasing Division

# **CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> 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: 0803 Dot 24 # 80
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: Cover An Brildys of w the Vendor Telephone: 304-623-4827
Vendor Address: R. O. R. 727 Vendor Fax: 304-622-554
Britiseport, WW 26330 Vendor E-Mail: Wroking @golicia



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

I, Nathaniel G. Robing	_, after being first duly sworn, depose and state as follows:
1. I am an employee of	(Company Name)
2. I do hereby attest that	(Company Name)
	n for a drug-free workplace policy and that such plan and e with <b>West Virginia Code</b> §21-1D.
The above statements are swe	orn to under the penalty of perjury.
	Printed Name: Nathanel 6. Rohny
	Signature:
	Title: Prese dont
	Company Name: Cover- We Bully of hu, tac
	Date: 5 - 14 - 24
STATE OF WEST VIRGINIA,	
COUNTY OF Harrison	, TO-WIT:
Taken, subscribed and sworn	to before me this $1404$ day of $1404$ , $1404$ .
By Commission expires	4/01/2024
(Seal)	
OFFICIAL SEAL James Dwane D Notary Public State of West Virg My Commission Ex May 10, 2026 612 STEALEY AV CLARKSBURG, WY	avis (Notary Public) pines /E

Agency	
REQ.P.O#	

Attorney-in-Fact

#### **BID BOND**

of PO Box 727 Bridgeport, WV	undersigned, Cover-All Buildings of WV, Inc.  26330 , as Principal, and RLI Insurance Company
000511111111111111111111111111111111111	a corporation organized and existing under the laws of the State of
of West Virginia, as Obligee, in the penal sum of 10%	, as Surety, are held and firmly bound unto the St
vell and truly to be made, we jointly and severally bind ourselves	
	_
The Condition of the above obligation is such that w	nereas the Principal has submitted to the Purchasing Section of
Department of Administration a certain bid or proposal, attached Install fabric covered roof system on salt shed at 1709 Ro	hereto and made a part hereof, to enter into a contract in writing for pert C. Byrd Drive, Beckley, WV 25891
State of West Virginia, Division of Highways, Charleston, \	VV 25302
NOW THEREFORE,	
attached hereto and shall furnish any other bonds and insurance the agreement created by the acceptance of said bid, then this o	al shall enter into a contract in accordance with the bid or propose required by the bid or proposal, and shall in all other respects perfoligation shall be null and void, otherwise this obligation shall remain the liability of the Surety for any and all claims hereunder shall, in d.
	d agrees that the obligations of said Surety and its bond shall be in hich the Obligee may accept such bid, and said Surety does here
WITNESS the following cignatures and scale of Princip	al and Surety, executed and sealed by a proper officer of Principal a
Surety, or by Principal individually if Principal is an individual, this	
- 1	
Principal Seal	Vathamel G. Lohn
	(Name of Principal)
	Ву
	(Must be President, Vice President, or Duly Authorized Agent)
	President
	(Title)
	DIT T
Surety Seal	(Name of Surety)
	(Name of Surety)
	,,

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.

### **POWER OF ATTORNEY**

#### RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Instagether, the "Company") do hereby make, constitute and appoint:  Timothy W. Dyer, John C. Thompson, Adam Dyer, Michael Lopez, Nichola	
in the City of Clarksburg, State of West Virgini full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed (\$25,000,000.00) for any single obligation.	
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	ce Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasu of Directors may authorize. The President, any Vice President, Secretary, Attorneys in Fact or Agents who shall have authority to issue bonds, policies is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by fact	retary, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective	ractors Bonding and Insurance Company, as applicable, have dent with its corporate seal affixed this 4th day of
SEAL SEAL	RLI Insurance Company Contractors Bonding and Insurance Company  By: Barton W. Davis  Vice President
State of Illinois County of Peoria  SS	CERTIFICATE
On this4th day ofJune,2019, before me, a Notary Public, personally appearedBarton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this O day of
By: Motthen & Gehnigk  Gretchen L. Johnigk  Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK  POLICE  POLICE  STATE OF  My Commission Expires  May 26, 2020	By: Jean M. Stephenson Corporate Secretary

P.O. BOX 727 BRIDGEPORT, WV 26330 (304) 623-4827 (304) 622-5546 NROHRIG@AOL.COM

# COVER ALL BUILDINGS OF WV, INC

# **FAX**

		: ADDENDUM · TO 05/21/24 @:		0803 DC	T24*80 BID OF	ENING DATE
□ Urge	ent	☐ For Review	□ Please Co	ment	☐ Please Reply	☐ Please Recycle
Cc:	Sen	der's Name]	***			467
Re:	ADD	ENDUM 1		Pages:	2	50
From:	NAT	E ROHRIG		Date:	05/16/24	
TOI	WV	PURCHASING DU	JSTY SMITH	Fax:	(304) 558-0047	

MAY 16 '24 PM12: 10 REC'D BUDGET - PROCURE



#### State of West Virginia Agency Request for Quote **Highways**

A STATE OF THE STA

Proc Folder: 1415901 Doc Description: 10-24-B711 Installation of Salt Shed Roof

Reason for Modification:

Addendum 1

**Proc Type:** 

Agency Purchase Order

Date Issued 2024-05-16

**Solicitation Closes** 2024-05-21 14:30

Solicitation No. ARFQ 0803

DOT2400000080

Version 2

BID RECEIVING LOCATION

PROCUREMENT DIVISION **DIVISION OF HIGHWAYS** 

**BLDG 6 RM 340A** 

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Customer Code:

Vendor Name:

COVER-ALL BUILDINGS OF WV, INC.

Address: P.O. BOX 727

Street: P.O. BOX 727

City:

BRIDGEPORT

State: WV

Country:

U.S.

**Zip**: 26330

Principal Contact: NATHANIEL G ROHRIG

Vendor Contact Phone:

304-623-4827

Extension:

FOR INFORMATION CONTACT THE BUYER

**Dusty J Smith** 304-414-6859

dusty.j.smith@wv.gov

Vendor Signature X

FEIN# 55-076-5921

DATE

05-16-2024

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

Date Printed:

May 16, 2024

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

## ADDITIONAL INFORMATION

#### ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

- 1. Adding Pre-bid sign in sheet
- 2. Moving the Bid opening to May 21, 2024, at 2:30pm.

#### NO OTHER CHANGES

INVOIGE TO CARE

SHIP TO

DIVISION OF HIGHWAYS

DISTRICT TEN

270 HARDWOOD LN

PRINCETON

US

WV

DIVISION OF HIGHWAYS

**DISTRICT TEN** 

270 HARDWOOD LN

PRINCETON

US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Installation of Fabric Cover Roof System	1.00000	EA	148	

Comm Code	Manufacturer	Specification	Model #	
72120000				

#### **Extended Description:**

New Salt Shed Structure

2019	L E	OF	EV	EN	TS
Profession by committee					THE PARTY

<u>Line</u>	Event	<b>Event Date</b>
1	Mandatory Pre-Bid 10:00AM	2024-05-07
2	Technical Questions Due at 10:30am	2024-05-10

# SOLICITATION NUMBER: ARFQ DOT240000080 Addendum Number: 1

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:

14	J	Modify bid opening date and time
[	J	Modify specifications of product or service being sought
[	1	Attachment of vendor questions and responses
[4	1	Attachment of pre-bid sign-in sheet
[	]	Correction of error
[	ı	Other

#### Description of Modification to Solicitation:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

- 1. Adding Pre-bid sign in sheet
- 2. Moving the Bid opening to May 21, 2024, at 2:30pm.

NO OTHER CHANGES

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

# Pre-Bid Sign-In Sheet

Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.

Please Note:

For further verification, please also provide a business card if possible.

Solicitation Number: ALFO OSOS DAT 24\*80 7- 2024 Date of Pre-Bid Meeting: 5

Location of Prebid Meeting: Cool Fields

1790 Robert C. Byrd Beckley, WY

Firm Represented: *	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
MADOH	E-ia Harrey	270 Hard wood Ln. Princoton, wi	3.04-972.5388		Giez.d. hinzey@
WIBOH	Profe Sole	270 Haidwood Cane Pernaha, n'V 24740	304.116-381.7		Cracies de 10stell
Bulley of with	1 Jahren J. A. Share	7.0. Box 72.7 Br-dy-Bot, wil	क्रिक्ट विप्रहेठ	304 · 622 5546	h & ohmy Baol, Can
Mandows Ent.	Manoah J Mcadons		304-840.		Mmeadows 2110 Byneticon
Wr 00H	Mathew	200 Hardwood	304-920-		Mathew. se complessed
140000	JA302 (N.33	Berkiel Wy 300	304-800-	:	Jason, s. Criss (

\*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.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2400000080

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.

<u>Adde</u>	ndu	m N	umbers Received:			
			x next to each addendun	n received	l)	
	[ ]	V	Addendum No. 1	[	]	Addendum No. 6
	Į	]	Addendum No. 2	]	]	Addendum No. 7
	]	1	Addendum No. 3	[	]	Addendum No. 8
	[	]	Addendum No. 4	]	]	Addendum No. 9
	[	]	Addendum No. 5	[	]	Addendum No. 10

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

Concer. An Building at LLV, Enc.

Company

Authorized Signature

5-16-24

Date

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