

State of West Virginia Agency Request for Quote

Proc Folder:

1646201

Reason for Modification:

Doc Description: Chiller Replacement Project

Addendum No. 3:

Proc Type:

Agency Purchase Order

Solicitation Closes Date Issued

Solicitation No

Version

2025-04-11

2025-04-18 10:30

ARFQ 0608 DCR2500000046

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: 000000203565

Vendor Name: TRI-STATE ROOFING & SHEET METAL CO OF WV

Address: MAILING: PO BOX 1231 CHARLESTON, WV 25324

Street: 321 HARRIS DR

City: POCA

State: \///

Country: US

Zip: 25159

Principal Contact: BRANDON MERRIMAN, VICE PRESIDENT

Vendor Contact Phone: 304-755-8135

Extension:

FOR INFORMATION CONTACT THE BUYER

Philip K Farley (304) 549-1050

philip.k.farley@wv.gov

Vendor

Signature X

FEIN# 55-0591156

DATE

02/18/2025

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

Date Printed: Apr 11, 2025

Page 1

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

ADDITIONAL INFORMATION

The West Virginia Division of Corrections and Rehabilitation (DCR) is soliciting bids on behalf of Mount Olive Correctional Complex and Jail (MOCC&J), to establish a contract for a lump sum amount to replace existing two (2) chillers and chiller controls, four (4) butterfly valves, any required piping, four (4) pumps and pump controls, and any associated parts and install new. The facility is located at 1 Mountainside Way, Mount Olive, WV 25185 and is in Fayette County.

INVOICE TO		SHIP TO			
DIVISION OF CORRECTIONS - CENTRAL OFFICE		MT OLIVE CORRECT CENTER	MT OLIVE CORRECTIONAL CENTER		
1124 SMITH STREET		ONE MOUNTAINSIDE WAY			
SECOND FLOOR					
CHARLESTON	WV	MT OLIVE	WV		
US		US			

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Total Bid Amount				

Comm Code	Manufacturer	Specification	Model #	
72151201				

Extended Description:

The West Virginia Division of Corrections and Rehabilitation (DCR) is soliciting bids on behalf of Mount Olive Correctional Complex and Jail (MOCC&J), to establish a contract for a lump sum amount to replace existing two (2) chillers and chiller controls, four (4) butterfly valves, any required piping, four (4) pumps and pump controls, and any associated parts and install new. The facility is located at 1 Mountainside Way, Mount Olive, WV 25185 and is in Fayette County.

SCHEDULE OF EVENTS

Line	Event	Event Date
2	Mandatory Pre-Bid Meeting at 10:00 AM E.S.T.	2025-03-21
3	Deadline for Questions Due is 2:00 PM E.S.T.	2025-04-08
4	Bid Due By 10:30 AM E.S.T.	2025-04-18

	Document Phase	Document Description	Page 3
DCR2500000046	Final	Chiller Replacement Project	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page 4
DCR2500000046	Final	Chiller Replacement Project	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ARFQ 0608 DCR2500000046 REQUEST FOR QUOTATION CHILLER REPLACEMENT PROJECT MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL

EXHIBIT E – PRICING PAGE

ARFQ 0608 DCR2500000046 REQUEST FOR QUOTATION CHILLER REPLACEMENT PROJECT MOUNT OLIVE CORRECTIONAL COMPLEX AND JAIL

V 1	y Name:TRI-STATE ROOFING & SHEET METAL CO OF WV
	PO BOX 1231 CHARLESTON, WV 25324
Phone Number:	304-755-8135
Fax Number:	304-755-5275
Email Address:	CHARLESTON@TRI-STATESERVICE.COM
WV Contractor's I	WV000104 License Number:
	ed, hereby propose to furnish all materials, equipment, and labor to complete manlike manner, as described in the Bidding Documents.
TOTAL BID AM	OUNT: SIX HUNDRED FORTY TWO THOUSAND, TWO-
	HUNDRED AND EIGHTY FIVE DOLLARS
(\$_\$642,285	(Total bid amount to be written in words and numbers.)
Authorized Signat	aure: ShA

ADDENDUM ACKNOWLEDGEMENT FORM **SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the

necessary revisions to my proposal, p	plans and/or specification, etc.
Addendum Numbers Received:	
(Check the box next to each addendu	m received)
[k] Addendum No. I	[] Addendum No. 6
[X] Addendum No. 2	[] Addendum No. 7
[X] Addendum No. 3	[] Addendum No. 8
[] Addendum No. 4	[] Addendum No. 9
[] Addendum No. 5	[] Addendum No. 10
information issued in writing and ad-	epresentatives and any state personnel is not binding. Only the ded to the specifications by an official addendum is binding. SHEET METAL CO OF WV
Company	
Authorized Signature	
04/18/2025	
Date	

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

Agency DCR	
REQ.P.O# 2500000046	_

BID BOND

	KNOW ALL MEN BY THESE PRESEN	ITS, That we, the unde	rsigned,	Γri-State	Roofing & Sheet Metal Company of WV
	of P.O. Box 1231	Charleston, WV 2	5324	, as Prin	cipal, and Travelers Casualty and Surety Company
of Americ					and existing under the laws of the State of
Connec	ticut with its principal office in the	City of Hartford		_, as Sur	ety, are held and firmly bound unto the State
of West \	Virginia, as Obligee, in the penal sum of	Five Percent of An	nount Bi	d (\$ 5%	of Amount Bid) for the payment of which,
well and	truly to be made, we jointly and several	lly bind ourselves, our l	neirs, adr	ninistrator	, executors, successors and assigns.
					submitted to the Purchasing Section of the
ARFQ	0608 DCR2500000046, Chiller Re	placement Project			ereof, to enter into a contract in writing for
Mount C	Dlive Correctional Complex and Jai	I, 1 Mountainside W	ay, Mou	ntain Oliv	e, WV 25185
accordir	ng to plans and specifications.				
attached the agree full force event, ex way impo waive no Surety, o	hereto and shall furnish any other bon ament created by the acceptance of sai and effect. It is expressly understood ceed the penal amount of this obligation. The Surety, for the value received, here aired or affected by any extension of the tice of any such extension. WITNESS, the following signatures and or by Principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually if Principal is a second content of the principal individually individu	and the Principal shads and insurance requi id bid, then this obligati and agreed that the li- n as herein stated. The time within which the time within which the seals of Principal and	ired by the on shall I ability of ees that the Oblig	the bid or proper null and the Surety the obligation may accepted a April	
Principal	Seal			Ву	(Name of Principal) Must be President, Vice President, or Duly Authorized Agent) (Title)
Surety Sa	eal e			Travelers Taylor R.	(Name of Surety) Automey-in-Fact

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



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint TAYLOR R JOHNSON of CHARLESTON, West Virginia, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 74





Kevin E. Hughes, Assistant Secretary

CONTRACTOR LICENSE

AUTHORIZED BY THE West Virginia Contractor Licensing Board

CONTRACTOR LICENSING NUMBER:

BOARD

WEST VIRGINIA

WV000104

CLASSIFICATION:

HEATING, VENTILATING & COOLING SPECIALTY ROOFING CRANE

> TRI STATE ROOFING & SHEET METAL CO DBA TRI STATE ROOFING & SHEET METAL CO PO BOX 1231 CHARLESTON, WV 25324-1231

DATE ISSUED

EXPIRATION DATE

AUGUST 01, 2024

AUGUST 01, 2025

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.

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

4/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Brenda S Stickrod AAI			
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 800-796-3567	FAX (A/C, No): 85	359-254-8020	
360 East Vine Street, Ste 200	E-MAIL ADDRESS: Brenda.Stickrod@MarshMMA.com			
Lexington, KY 40507	INSURER(S) AFFORDIN	NAIC#		
859 254-8023	INSURER A: Westfield Insurance Compa	24112		
INSURED TO SEE OF A S	INSURER B :			
Tri-State Roofing & Sheet Metal Company	INSURER C:			
of West Virginia	INSURER D:			
P.O. Box 1231	INSURER E :			
Charleston, WV 25234	INSURER F:			

CO	/ERAGES CER	RTIFICATE	NUMBER:		- 1	REVISION NUMBER:	
IN	HIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCI	QUIREMEN PERTAIN,	T, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT OF BY THE POLICIES	DESCRIBED H	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S
Α	X COMMERCIAL GENERAL LIABILITY		CMM5942244	1 5000 500 1100 500 500 500		EACH OCCURRENCE	s1,000,000
	CLAIMS-MADE X OCCUR		A CONTRACTOR OF THE CONTRACTOR	And the State of t		DAMAGE TO RENTED PREMISES (Ea occurrence)	s500,000
						MED EXP (Any one person)	s10,000
	100					PERSONAL & ADV INJURY	s1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						S
Α	AUTOMOBILE LIABILITY		CMM5942244	04/30/2024	04/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	S
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X Drive Oth Car						S
Α	X UMBRELLA LIAB X OCCUR	10-10-10-10-10-1	CMM5942244	04/30/2024	04/30/2025	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MAD	E				AGGREGATE	s5,000,000
	DED X RETENTION SO						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	S
	(Mandatory in NH)	1				E.L. DISEASE - EA EMPLOYEE	S
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
					L	<u></u>	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEH	ICLES (ACOR	D 101, Additional Remarks Schedu	ile, may be attached if me	ore space is requ	ired)	
CE	RTIFICATE HOLDER			CANCELLATION			

FOR INFORMATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

Chi P. Barnett

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2024

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 lieu of such endorsement(s). CONTACT NAME: PRODUCER Jennifer Drake PHONE (A/C, No, Ext): E-MAIL ADDRESS: (304) 720-2002 Mountain State Insurance Agency (304) 720-2000 FAX (A/C, No): 1206 Kanawha Blvd. E. jdrake@mountainstateinsurance.com Suite 100 INSURER(S) AFFORDING COVERAGE NAIC # Charleston WV 25301-2949 Brickstreet Mutual Insurance Co 12372 INSURER A: INSURED INSURER B Tri-State Roofing & Sheet Metal Co of WV INSURER C PO Box 1231 INSURER D INSURER E Charleston WV 25324 INSURER F 24 25 TSR WV Charleston COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			The state of the s	- Aliminia de la companya de la comp	-	EACH OCCURRENCE	s
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s
							MED EXP (Any one person)	\$
L							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC	1 1					PRODUCTS - COMP/OP AGG	\$
ſ	OTHER:							S
T	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
r	ANY AUTO	1 1					BODILY INJURY (Per person)	S
t	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	s
ŀ	HIRED NON-OWNED						PROPERTY DAMAGE (Per accident)	s
ŀ	AUTOS ONLY AUTOS ONLY						(Per accident)	s
t	UMBRELLA LIAB OCCUP						EAGU OGGUPPENGE	
ŀ	- FYCERS LIAD - OCCOR						EACH OCCURRENCE	\$
ŀ	CLAIMS-MADE	- 1					AGGREGATE	S
+	DED RETENTION S WORKERS COMPENSATION	-					X PER X OTH-	S WV Code 23-4-2
1	AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE X OTH-	s 1,000,000
1	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		WCB1037746	06/01/2024	06/01/2025	E.L. EACH ACCIDENT	
	Mandatory in NH) f yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
1	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
C	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be attached if more s	pace is required)		1
_								
R	TIFICATE HOLDER				CANCELLATION			
					CHOULD ANY OF T	THE ADOME DE	SCORIBED BOLIGIES SE CA	NOTE LED DEFORE
							SCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE	
	Verification of Insurance				ACCORDANCE WI			110



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

STAT	E OF WEST VIRGINIA,
coui	NTY OF PUTNAM , TO-WIT:
I, <u>B</u> F	RANDON C MERRIMAN, after being first duly sworn, depose and state as follows:
1.	I am an employee of
2.	I do hereby attest thatTri-State Roofing & Sheet Metal Co (Company Name)
	maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.
The a	above statements are sworn to under the penalty of perjury.
	Printed Name: BRANDON C MERRIMAN
	Signature:
	Title:Vice President
	Company Name: Tri-State Roofing & Sheet Metal Co.
	Date: APRIL 18 2025
Take	n, subscribed and sworn to before me this 18 day of APRIL 2025.
Ву С	ommission expires MARCH 12, 2029
(Sea	
7	(Notary Public)

ELIZABETH HENDERSON
Notary Public Official Seal
State of West Virginia
My Comm. Expires Mar 12, 2029
Tri-State Roofing & Sheet Metal Co.
PO Box 1231 Charleston Wy 25324

Rev. July 7, 2017

Subcontractor List Submission (Construction Contracts Only)

TRI-STATE ROOFING & SHEET METAL CO OF WV

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project. Subcontractor Name License Number if Required by
W. Va. Code § 21-11-1 et. seq.

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.

(Printed Name and Title) PO BOX 1231 CHARLESTON, WV (Address) 304-755-8135 / 304-755-5275	(Name, Title) SAM CLEAVENGER, HVAC SERVICE MANAGER
304-755-8135 / 304-755-5275	AND TREE TO BE THE PROPERTY OF THE TREE TO THE TREE TREE TO THE TREE TREE TREE TO THE TREE TREE TREE TREE TREE TREE TREE
(DI N I) / (E N I)	
CHARLESTON@TRI-STATESERVICE.COM	(Phone Number) / (Fax Number) CHARLESTON@TRI-STATESERVICE.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

TRI-STATE ROOFING & SHEET METAL CO OF WV

(Company)

(Authorized Signature) (Representative Name, Title)

BRANDON C MERRIMAN, VICE PRESIDENT 04/18/2025

(Printed Name and Title of Authorized Representative) (Date)

04/18/22025

(Date)

304-755-8135 / 304-755-5275

(Phone Number) (Fax Number)

CHARLESTON@TRI-STATESERVICE.COM

(Email Address)

ARFQ - 0608 - DCR2500000046 Attachment-1

In the event the price of any materials, equipment, products or labor to be used in this work should increase 4% or greater from the price at which the material/product or labor was available to the contractor at the time of submission of the bid, then the price quoted shall be increased to reflect the additional cost. This shall include documentation from the manufacturer, supplier, etc to be used as verification, written notice of any impacts to cost/lead times of materials & equipment will be provided within 5-business days.

Events of "Force Majeure" shall consist of the following: Acts of God, weather events, acts of war, terrorist acts, pandemics, issues or circumstances cause by or arising out of the novel coronavirus and its variants or COVID-19, riots or other civil unrest, newly announced or enacted governmental restrictions or other acts by governmental bodies (local, national or foreign), including but not limited to the imposition of tariffs or other trade restrictions or restrictions on the operation of businesses in the interest of public health or safety, labor disputes, labor shortages (including but not limited to the unavailability of qualified and properly trained labor forces), unavoidable labor or material shortages, unusual transportation delays or travel restrictions, unusual delays in obtaining necessary permits or other approvals granted by applicable governmental bodies, vandalism, fire, flood, tornado, earthquake or other natural disaster or any other casualty loss, or any other events beyond the reasonable control of the Contractor.

If the Contractor is at any time delayed, or anticipates a future delay, in the commencement or progress of the Work or performance under this Agreement due to an event of Force Majeure, the affected party shall provide written notice to other party within ten (10) days after the affected party first recognizes the occurrence or potential occurrence any event of Force Majeure and has

assessed its impact to the Project. If an event of Force Majeure exists, the Substantial Completion Date for the Work or other time requirements for performance of obligations under this Agreement shall be extended on a day-for-day basis for the entire period of time associated with the event of Force Majeure.