

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

Proc Folder:	1261802		Reason for Modification:
Doc Description:	Site Prep - SIRN Sites		Addendum 1
Proc Type:	Agency Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-03	2023-08-10 14:00	ARFQ 0606 HSE2300000014	2

BID RECEIVING LOCATION		y y		*	

#### VENDOR

Vendor Customer Code: 000000186472 Vendor Name: PREMIER CONSTRUCTION GROUP LEC.

Address: 2484

Street: KINCHELOE ROAD

City: JANE LEW

State: WV

Country: UNITED STATES Zip: 26378

Principal Contact: MARION DOUGHERTY

Vendor Contact Phone: (304) 610-3514

Extension:

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens (304) 558-2350

herbert.m.skeens@wv.gov

Vendor Signature X

FEIN# 43 200 4029 All offers subject to all terms and conditions contained in this solicitation

Date Printed: Aug 3, 2023 Page 1

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

#### ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security - Division of Administrative Services (DAS) is soliciting bids on behalf of the West Virginia Emergency Management Division (EMD) to establish an open-end contract for site preparations for prefabricated concrete shelters for the West Virginia Statewide Interoperable Radio Network (SIRN) sites.

INVOICE TO		SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT		DIVISION OF EMERGENCY MANAGEMENT		
1700 MacCorkle Ave, SE		1700 MacCorkle Ave, SE		
6th Floor		6th Floor		
Charleston WV		Charleston WV		
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
1	3.1.1 - Site Preparations for Existing SIRN Locations	100.00000	EA	570.00	57,000.00

Comm Code	Manufacturer	Specification	Model #	
64131606				

#### **Extended Description:**

See Attached Specifications

INVOICE TO		SHIP TO			
DIVISION OF EMERGENCY MANAGEMENT		DIVISION OF EMERGENCY MANAGEMENT			
1700 MacCorkle Ave, SE		1700 MacCorkle Ave, SE	1700 MacCorkle Ave, SE		
6th Floor		6th Floor			
Charleston	WV	Charleston WV			
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 - Site Preparations for New SIRN Locations	100.00000	EA	770.00	77,000.00

Comm Code	Manufacturer	Specification	Model #	
64131606				

#### **Extended Description:**

See Attached Specifications

INVOICE TO		SHIP TO			
DIVISION OF EMERGENCY MANAGEMENT		DIVISION OF EMERGENCY MANAGEMENT			
1700 MacCorkle Ave, SE		1700 MacCorkle Ave, SE	1700 MacCorkle Ave, SE		
6th Floor		6th Floor			
Charleston WV		Charleston WV			
US		US	US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 - Materials + Markup	1.00000	EA	. 20%	6000.00

Comm Code	Manufacturer	Specification	Model #	
64131606				

#### **Extended Description:**

See Attached Specifications

#### SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2023-07-27
2	Questions due by 2:00pm EST	2023-08-03

	Document Phase	Document Description	Page 4
HSE2300000014	Final	Site Prep - SIRN Sites	

#### Exhibit A - Pricing Page ARFQ 0606 HSE2300000014

#### Site Prep for Prefabricated Concrete Shelters - EMD

			Estimated					
Labor Quote		Unit of	Annual	Unit	Extended			
Item#	Description	Measure	Quantity *	Price	Amount			
3.1.1	Site Preparations for Existing SIRN Locations	Hour	100	\$570.00	\$57,000.00			
3.1.2	Site Preparations for New SIRN Locations	Hour	100	\$770.00	\$77,000.00			
Parts Quote		Estimated		MarkUp	Extended			
Item #	Description	Parts Cost **		Percentage	Amount			
3.1.3	Materials + Markup	\$ 5,000.00	X	20.00%	\$ 6,000.00			
	Grand Total							

Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Bidder/Vendor Information:	
Name: Premier	Construction Group LLC.
Address: 2484 K	incheloe Road
Jane Lew, WV 26	5378
Phone No.: 304-	610-3514 304-517-1260 office
Fax No.: 304-51	7-1233
Email Address: p	premierconstructionwv@yahoo.com
Authorized Signa	ature M/c + low tooly

#### NOTES:

\* Quantities are estimated for bid evaluation purposes only.

\*\* Estimated cost for bid evaluation purposes only.

## REQUEST FOR QUOTATION ARFQ 0606 HSE230000014 Site Prep for Prefabricated Concrete Shelters - EMD

#### **SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Department of Homeland Security – Division of Administrative Services (DAS) is soliciting bids on behalf of the West Virginia Emergency Management Division (EMD) to establish an open-end contract for site preparations for prefabricated concrete shelters for the West Virginia Statewide Interoperable Radio Network (SIRN) sites.

The Agency is seeking an open-end contract for site preparations on existing SIRN Network Towers sites for the installation of Prefabricated Concrete Shelters that measure 10' Wide x 20' Long by 9'2" in Height.

- 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.
  - 2.1. "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services (DAS).

#### 3. GENERAL REQUIREMENTS:

- 3.1. Contract Items and Mandatory Requirements: Vendor must provide Agency with the Contract Items listed below on an open-ended basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - 3.1.1 Contract Item # 1: Site Preparations for existing SIRN locations:
    - 3.1.1.1 Vendor must provide all labor and equipment to clear the area of:
      - 3.1.1.1.1 Tree's (trimming or timbering if needed),
      - 3.1.1.1.2 Debris.
      - 3.1.1.3 Ensure existing concrete pad is clear of any obstructions that may prevent installation of the new prefabricated concrete shelter,
      - 3.1.1.4 Minor grading around the existing concrete pad.

### REQUEST FOR QUOTATION ARFO 0606 HSE2300000014

#### Site Prep for Prefabricated Concrete Shelters - EMD

#### 3.1.2 Contract Item # 2: Site Preparations for new SIRN locations:

- 3.1.2.1 Vendor must provide all labor, equipment and materials to provide a level site for the installation of a prefabricated concrete shelter as described in the Purpose and Scope listed above.
  - 3.1.2.1.1 Tree's (trimming or timbering if needed),
  - 3.1.2.1.2 Debris.
  - 3.1.2.1.3 Vendor must prepare the prefabricated concrete shelter pad location is level and on grade as per site specifications.
  - **3.1.2.1.4** Vendor must provide a concrete pad that meets the following specifications:
    - 3.1.2.1.4.1 Foundation footer must be a minimum of eighteen (18") inches wide by twenty-four (24") in depth.
    - 3.1.2.1.4.2 Foundation pad must have a minimum of four inches (4) of #57 stone.
    - **3.1.2.1.4.3** Vendor must install a vapor barrier between concrete pad and finished stone subgrade.
    - **3.1.2.1.4.4** Concrete pad must be 10' Wide x 20' Long x 6" Thick.
    - 3.1.2.1.4.5 Must contain #4 rebar that is spaced 12" inches on center each way.
    - **3.1.2.1.4.6** Must use three (3") rebar chairs.
    - **3.1.2.1.4.7** Foundation rebar must have a minimum of three (3") inches of concrete cover.
    - 3.1.2.1.4.8 Foundation pad must be a minimum of six inches (6") above finished grade.
    - **3.1.2.1.4.9** Vendor must provide saw joints to prevent cracking as per manufacturer requirements.
    - **3.1.2.1.4.10** Foundation concrete must be a minimum of 4000 PSI.
    - **3.1.2.1.4.11** Agency will contract a third party vendor to conduct testing and reporting of concrete.
      - 3.1.2.1.4.11.1 Test reports must be furnished for slump test, air entrainment, and a 7-day break test.

# REQUEST FOR QUOTATION ARFQ 0606 HSE2300000014 Site Prep for Prefabricated Concrete Shelters - EMD

#### 3.1.3 Contract Item # 3: Materials + Markup

**3.1.3.1** Vendor must quote the agency with a percentage markup on materials needed for the construction of the concrete pad.

3.1.3.1.1 Concrete

3.1.3.1.2 Rebar

3.1.3.1.3 Stone

3.1.3.1.4 Framing Materials, etc.

**3.1.3.2** Vendor must provide copies of invoices when billing for these materials.

#### 4. CONTRACT AWARD:

**4.1. Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

The Vendor may, thirty (30) days prior to the contract anniversary date, request a price adjustment. Said price adjustment will be considered based on the prior year CPI Index compared to the current year CPI, or 3%, whichever is less. Agency must approve all price adjustments prior to implementation and price adjustments are not guaranteed.

**4.2. Pricing Pages:** Vendor shall complete the Pricing Page by providing a unit cost for the contract items listed in section 3.1.1, 3.1.2, and 3.1.3. Vendor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. Vendor must complete the Pricing Page in their entirety as failure to do so will result in Vendor's bids being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Page and through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: <a href="mailto:Herbert.M.Skeens@wv.gov">Herbert.M.Skeens@wv.gov</a>.

# REQUEST FOR QUOTATION ARFQ 0606 HSE2300000014 Site Prep for Prefabricated Concrete Shelters - EMD

4.3. Piggyback Clause: The West Virginia Emergency Management Division (WVEMD) reserves the right to extend the terms, conditions, and prices of this contract to other Agencies/Institutions who express an interest in piggybacking on this contract. Each of the piggyback Agencies/Institutions will issue their own purchasing documents for the goods/services. Vendor agrees that WVEMD shall bear no responsibility or liability for any agreements between Vendor and the other Agency/Institutions who desires to exercise this option.

#### 5. ORDERING AND PAYMENT:

- 5.1. Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- **5.2.** Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

#### 6. DELIVERY:

**6.1. Delivery Time:** Vendor shall deliver standard orders within sixty (60) working days for delivery after Agency orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

### REQUEST FOR QUOTATION ARFO 0606 HSE2300000014

#### Site Prep for Prefabricated Concrete Shelters - EMD

#### 7. VENDOR DEFAULT:

- 7.1. The following shall be considered a vendor default under this Contract.
  - **7.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2. Failure to comply with other specifications and requirements contained herein.
  - **7.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4. Failure to remedy deficient performance upon request.
- 7.2. The following remedies shall be available to the Agency upon default.
  - **7.2.1.** Immediate cancellation of the Contract.
  - 7.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - **7.2.3.** Any other remedies available in law or equity.

#### 8. MISCELLANEOUS:

- **8.1.** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2.** Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4. 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.

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# REQUEST FOR QUOTATION ARFQ 0606 HSE2300000014 Site Prep for Prefabricated Concrete Shelters - EMD

Contract Manager:	MACION DOUGHERM
Telephone Number:	304-610-3514
Fax Number:	304-517-1233
Email Address:	PREMIER CONSTRUCTION WNE yehoo com

**CONTRACTOR LICENSE** 

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER:

WEST VIRGINIA

POOD LICENSING

WV041466

CLASSIFICATION:

GENERAL BUILDING
GENERAL ENGINEERING

PREMIER CONSTRUCTION GROUP LLC
DBA PREMIER CONSTRUCTION GROUP LLC
2484 KINCHELOE RD
JANE LEW, WV 26378

DATE ISSUED

OCTOBER 03, 2022

EXPIRATION DATE

OCTOBER 03, 2023

Authorized Signature

Chair, West Virginia Contractor Licensing Board

A copy of contracting

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.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2023

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 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).

C	certificate holder in lieu of such endorsement(s).											
PRODUCER NAME: Michael Boone												
Un	ited	Security Agency, Inc. Main Street				PHONE (A/C, No, Ext): 304-842-3314 FAX (A/C, No): 304-842-7321						
		oort WV 26330							tyagency.com			
	-9-6	2000								NAIC#		
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INSL					PREMCON-03	INSURE	RB:					
		r Construction Group LLC				INSURE						
		inchole Rd ew WV 26378				INSURE						
l ou		CW 111 20070				INSURE			<del> </del>			
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CO	COVERAGES CERTIFICATE NUMBER: 221201760 REVISION NUMBER:											
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LTR A	X	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER CWP017635T		1/17/2023	(MM/DD/YYYY) 1/17/2024	EACH OCCURRENCE		\$ 1,000,0	<u></u>
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l						THE	EXPIRATION	N DATE THE	REOF, NOTICE			
		State of West Virginia Department of Homeland				ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.			
		Emergency Management [	Div			AUTO	DIZED DERRESE	NTATRE	<del> </del>			
		2403 Fairlawn Ave.					RIZED REPRESE	_				:
Dunbar WV 25064				216								



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2023

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 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)

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Uni	DUCER ted Security Agency, Inc.		NAME: Michael Be		FAX	04.04	0.7004	
139	W. Main Street			(A/C, No, Ext); 304-842-3314 (A/C, No); 304-842-7321				
Brid	igeport WV 26330			ADDRESS; Inboone@dilicusecumyagency.com				
				INSURER(S) AFFORDING COVERAGE NAIC				
			PREMCON-03	INSURER A: Westfield Insurance Company 24112				
INSU Pre	mier Construction Group LLC		PREINCON-03	INSURER B:				
248	34 Kinchole Rd			INSURER C:				
Jar	e Lew WV 26378			INSURER D:				
				INSURER E :				
				INSURER F:				
			E NUMBER: 1975530682			REVISION NUMBER:		
IN Ci	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE IN	DDL SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY		CWP017635T	1/17/2023	1/17/2024	EACH OCCURRENCE	\$ 1,000,0	000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED	\$ 500,00	
						MED EXP (Any one person)	\$ 5,000	
					ļ	PERSONAL & ADV INJURY	\$ 1,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,	000
	X POLICY X PRO-	1				PRODUCTS - COMP/OP AGG	\$ 2,000,	000
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY		CWP017635T	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000.0	000
	X ANY AUTO						\$	
	ALL OWNED SCHEDULED AUTOS						\$	
	X HIRED AUTOS X AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
					1		\$	
A	X UMBRELLA LIAB X OCCUR		CWP017635T	1/17/2023	1/17/2024	EACH OCCURRENCE	\$ 9,000,	000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 9,000,	000
	DED X RETENTION \$ 0						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE				1	E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	I/A				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
Α	Equipment Coverage		CWP017635T	1/17/2023	1/17/2024	Leased/Loaned Any One Location	\$50,00 \$150,0	
	Installation Floater					Any One Locaton	\$150,0	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CEI	RTIFICATE HOLDER		<del></del>	CANCELLATION				
	State of West Virginia Purchasing Division			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	2019 Washington St., East PO Box 50130			AUTHORIZED REPRESENTATIVE				
	Charleston WV 25305-0130			2-16	7			
	1			In r				



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					·						
PRODUCER					CONTACT Michael Boone						
130	a W	Security Agency, Inc. Main Street				PHONE (A/C, No, Ext): 304-842-3314 FAX (A/C, No): 304-842-7321				2-7321	
		port WV 26330				E-MAIL ADDRESS: mboone@unitedsecurityagency.com					
1	•					INSURER(S) AFFORDING COVERAGE NA				NAIC#	
L_											24112
INSL					PREMCON-03						
Pre	emie	r Construction Group LLC inchole Rd				INSURE					
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**APOLOKA** 



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

DATE (MM/DD/YYYY) 4/14/2023

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 PRODUCES AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 su						
PRODUCER	CONTACT Alicia Poloka  PHONE (AC, No. Ext): (304) 269-3095  ENGLISS: apoloka@grtoninsurance.com					
G.J. Garton Insurance Agency, Inc. 400 U.S. Highway 33 East Weston, WV 26452						
**************************************	INSURER(S) AFFORDING COVERAGE NAIC #					
	INSURER A : Encova Insurance Company					
INSURED	INSURER B:					
Premier Construction Group LLC	INSURER C:					
2484 Kincheloe Road Jane Lew, WV 26378	INSURER D:					
Julio 2011, 111 20010	INSURER E:					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, BEEN REDUCED BY PAID CLAIMS.					
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	MED EXP (Any one person)					
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AND EMPLOYERS CLABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  Y/N  WCP7006039	9/4/2022 9/4/2023 EL EACH ACCIDENT \$ 1,000,000					
ANY PROPRIETOR/PARTNER/EXECUTIVE Y N/A; (Mandatory in WH)	ELL DISEASE - EA EMPLOYEE'S 1,000,000					
If yos, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT   \$ 1,000,000					
! ! : ! : ;						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schodu	lo, may be attached if more space is required)					
CERTIFICATE HOLDER	CANCELLATION					
State of West Virginia Department of Homeland	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Emergency Management Div 2403 Fairlawn Ave Dunbar, WV 25064	AUTHORIZED REPRESENTATIVE					

**APOLOKA** 



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this certificate does not confer rights to the certificate holder in lieu of su	ch endorsement(s).					
PRODUCER	CONTACT Alicia Poloka					
G.J. Garton insurance Agency, inc. 400 U.S. Highway 33 East Weston, WV 26452	PHONE (A/C, No. Ext): (304) 269-3095 (A/C, No): (304) 269-5523					
400 U.S. Highway 33 East						
TTUSTON, TTV 20402						
		) AFFORDING COVERAGE	NAIC#			
	INSURER A : Encova Insui	rance Company				
INSURED	INSURER B:					
Premier Construction Group LLC	INSURER C:					
2484 Kincheloe Road	INSURER D :					
Jane Lew, WV 26378	INSURER E :					
	INSURER F:					
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COVERAGES CERTIFICATE NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW!	HAVE REEN ISSUED TO THE					
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	le, may be attached if more space	is required)				
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State of West Virginia	ACCORDANCE WITH THE	POLICY PROVISIONS.	THE US PERSON IN			
Purchasing Division 2019 Washington St., East						
PO Box 50130	AUTHORIZED REPRESENTATIVE	I				
Charleston, WV 25305-0130	Catalandha	-				
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**APOLOKA** 



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

DATE (MM/DD/YYYY)
4/14/2023

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#### STATE OF WEST VIRGINIA

#### PURCHASING AFFIDAVIT

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

**ALL CONTRACTS:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

#### **DEFINITIONS:**

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: PREMIER CONSTRUCTION GROUP LLC
Authorized Signature: Mc Dang Kerly Date: 8/9/23
State of
County of, to-wit:
Taken, subscribed, and sworn to before me this $\frac{Q}{}$ day of $\frac{203}{}$
My Commission expires 04 0006 , 20 .
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC
NOTARY PUBLIC STATE OF WEST VIRGINIA Purchasing Affidavit (07/09/2021)

Marissa L. Aman
141 Jackson Heights
Jane Lew, WV 26378
My Commission Expires June 22, 2026

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A.	PREBID MEETING: The item identified below shall apply to this Solicitation.				
	A pre-bid meeting will not be held prior to bid opening				
<u>~</u>	A MANDATORY PRE-BID meeting will be held at the following place and time:				
WV D 2nd F	Date: July 27, 2023 @ 10:00am EST WV Division of Administrative Services 2nd Floor, Suite 2100 1124 Smith Street, Charleston, WV 25301				

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 Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting 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. 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.

#### 3A. 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: Yes			
BUYER: Mickey Skeens	Email: Herbert.M.Skeens@wv.gov		
SOLICITATION NO.:	ARFQ 0606 HSE2300000014		
<b>BID OPENING DATE:</b>	August 11, 2023		
<b>BID OPENING TIME:</b>	10:30am EST		
FAX NUMBER: 304-558	3-1426		

- 4. 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.
- 5. 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.
- 6. 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 stan	dardized commodity	. Vendors are e	expected to bid the
standardized commodity	identified. Failure 1	to bid the standardize	ed commodity	will result in you
firm's bid being rejected.				

- 7. 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.
- 8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. 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.
- 11. NON-RESPONSIBLE: The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, 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.
- 12. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part.
- 13. 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, 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

#### GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 Emergency Management Division.
- 2.5. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.
- 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
- 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.8. "Vendor"** or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
Term Contract
Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of year(s).
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 three (3) 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 the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.
4. <b>NOTICE TO PROCEED:</b> Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation 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, and Attorney General's office.
6. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. 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 received by the Agency prior to Contract award.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

sha acc	LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor all furnish proof of the following licenses, certifications, and/or permits upon request and in a form teptable to the State. The request may be prior to or after contract award at the State's sole cretion.
1	
<b>L</b>	West Virginia Contractor's 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.

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

### Vendor must maintain: Commercial General Liability Insurance in at least an amount of: per occurrence. Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy. Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence. Cyber Liability Insurance in an amount of: \_\_\_\_\_\_ per occurrence. Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. Pollution Insurance in an amount of: \_\_\_\_\_\_ per occurrence. Aircraft Liability in an amount of: per occurrence. П

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

9.	LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive	and shall
not	ot limit the State or Agency's right to pursue any other available remedy. Vendor	shall pay
liqu	iquidated damages in the amount specified below or as described in the specifications:	
	☐ for	
	Liquidated Damages Contained in the Specifications	

- 10. 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.
- 11. 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.
- 12. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 13. 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.)
- 14. 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 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.
- 15. 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.
- 16. 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.

- 17. CANCELLATION: The Agency 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.
- 18. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 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.
- 25. 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.

- 26. 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.
- 27. 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.
- 28. 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>
- 29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

30. LICENSING: In accordance with applicable law, 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 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 upto-date on all state and local obligations as described in this section.

- 31. 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. **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.

- 34. 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.
- 35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 36. 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.
- 37. **REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
- Such reports as the Agency 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 Agency.
- 38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 (304) 558-9911 for more information.	at

Contract Administrator and the initial point of contact for matters relating to this Contract.
Marion Douglesky SENIOR EXECUTIVE
(Name, Title) MARION DOUGHERTY SENIOR EXECUTIVE
(Printed Name and Title) JANELEW, WV26378
(Address) (304) 610 - 3514 (304) 517 - 1233
(Phone Number) / (Fax Number) PREMIERCONSTRUCTION WYE Yahoo. Com
(E-mail address)
<b>CERTIFICATION AND SIGNATURE:</b> 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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the

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

PREMIER CONSTRUCTION GROUP UC
(Company)
Wettouther MARION DOUGHERTY SENIOR EXECUTIVE
(Authorized Signature) (Representative Name, Title)
MARION DOUGHERTY SENIOR EXECUTIVE
(Printed Name and Title of Authorized Representative)
8/9/2023
(Date)
(304) 610-3514 (304) 517-1233 (304) 517-1260 OFFICE
(Phone Number) (Fax Number)

#### ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO .: ARFQ HSE23 14

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.

proposal, plans and or specification, etc.
Addendum Numbers Received:
(Check the box next to each addendum received)
Addendum No. 1
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. further understand that any verbal representation made or assumed to be made during any ora 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.
PREMIER CONSTRUCTION GROUP LLC.  Company  Authorized Signature  819 12023

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

## SOLICITATION NUMBER: ARFQ HSE2300000014 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.

[	]	Modify bid opening date and time
[	J	Modify specifications of product or service being sought
[•	<b>/</b> ]	Attachment of vendor questions and responses
[•	/]	Attachment of pre-bid sign-in sheet
[•	/	Correction of error

#### **Description of Modification to Solicitation:**

[ ] Other

**Applicable Addendum Category:** 

Attachment of pre-bid sign-in sheet Attachment of Vendor Questions and Agency Responses Attachment of Revised Pricing Page

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ HSE23\*14

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

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)							
[ ٧	1	Addendum No. 1	[	]	Addendum No. 6		
]	]	Addendum No. 2	[	]	Addendum No. 7		
[	]	Addendum No. 3	[	]	Addendum No. 8		
]	]	Addendum No. 4	[	]	Addendum No. 9		
[	]	Addendum No. 5	[	]	Addendum No. 10		
[ ] Addendum No. 1 [ ] Addendum No. 6  [ ] Addendum No. 2 [ ] Addendum No. 7  [ ] 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.							
	[ ] Addendum No. 1 [ ] Addendum No. 6  [ ] Addendum No. 2 [ ] Addendum No. 7  [ ] Addendum No. 3 [ ] Addendum No. 8  [ ] Addendum No. 4 [ ] Addendum No. 9  [ ] Addendum No. 5 [ ] Addendum No. 10  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						
					1 Company		

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

### **Pre-Bid Sign-In Sheet**

Solicitation Number: ARFQ HSE23\*14

Date of Pre-Bid Meeting: 7-27-23

Location of Prebid Meeting: 1124 Smith Street Charl

#### Please Note:

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

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:	
RDR UTILITY SERVICES GROUP	7/4/1	26301	(304) 263 - 9644	(304) 624 - 0049	piatte drusg.com	
Spruce Creek enterprise		23 CAMBridge Clar KSburg WUZGS	(304) 641-389			
PREMIER CONSTRUCTION	MARION DOUGHERRY	2484 KINCHEROE - FANK Lin I WU 2635	2 (304) 8 517-1260	(301) -577-1233	PREMIER LUNSTR	UCTI

<sup>\*</sup>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 1 ARFQ 0606 HSE230000014 Site Prep for Prefabricated Concrete Shelters - EMD

#### Vendor Questions and Agency Responses:

- 1. What are the bonding requirements for this project if any?
- A. There are no bonding requirements.