

VFP, Inc.

5410 Fallowater Lane
Roanoke, VA 24018
Phone 540.977.0500
Fax 540.977.5555
Web: www.vfpinc.com

July 7, 2023

ATTN: Ms. Jessica L. Burns-McDonnell
West Virginia Department of Homeland Security
Division of Administrative Services
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

VIA EMAIL: Jessica.L.BurnsMcDonnell@wv.gov

Quotation Number: WVE-1

Reference: Your invitation to bid number **ARFQ 0606 HSE2300000011 Concrete Shelter**

Dear Ms. Burns-McDonnell,

VFP is pleased to provide this quotation for public safety style equipment shelters in response to your referenced invitation to bid. VFP has included the following clarifications to the specifications of the requested shelters as described below.

- VFP has not provided any on site set up services in this proposal. It is the interpretation of VFP that all securing and anchoring services, and all reinstallation of shelter materials removed for shipment are the responsibility of the site contractor to reinstall once the building arrives on site.
- VFP Shelter lead times are currently 36 weeks after approval of the preliminary drawings. The preliminary drawings will be sent to the customer within 25 working days after receipt of purchase order. Please refer to the Lead Time section below for additional details.
- VFP has provided estimated freight and offload services on a site unseen basis. Per section 6.3 Delivery Payment/Risk of Loss VFP reserves the right to negotiate separate and/or additional freight and offload charges with the customer on a site by site specific basis.

The proposed shelters are described below:

Construction - Concrete

- Size nominal 10' wide exterior (10'6" wide with roof overhang) x nominal 20' long exterior x nominal 9'2" high interior, one room concrete shelter
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete shelter are as follows:

- 200 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 155 mph wind load
 - Seismic Design ASCE 7-16 Category 4
- Exposed aggregate exterior with elastomeric roof membrane
 - The proposed shelter walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the shelter door is not bullet resistant.
 - The proposed shelter walls will provide a two-hour fire rating
 - The walls will be insulated to R-11 with hardboard insulation
 - The ceiling will be insulated to R-19 with hardboard insulation
 - The interior walls and ceiling will be sheathed with ¾" OSB backed white FRP board
 - Light colored industrial grade vinyl tile floor covering
 - One (1) 48" wide x 84" high insulated steel exterior door, passage style lever handle, deadbolt lockset, anti-pick plate, hydraulic door closer and fiberglass weather hood

Power Distribution

- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 40 space main breaker, snap-in utility power distribution panel, in a NEMA 1 surface mount enclosure
- Circuit breakers for all VFP installed equipment and customer loads as specified
- One (1) shelter wall penetration to serve as utility power service entry
- One (1) 200 Amp, 240 Volt, double pole, double throw manual transfer switch; NEMA 3R
- One (1) 200 Amp, three pin exterior power receptacle; Appleton Model AJA20033-200RS
- One (1) 200 Amp, three pin Appleton generator receptacle plug
- Six (6) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior duplex receptacles on ground fault interrupter circuits
- Up to Sixteen (16) 20 Amp, 120V duplex ceiling mounted receptacles. Receptacles will be located as directed by the customer during drawings review.

- CFE and CIE – Per the previous VFP Design 206825, one (1) 200 Amp ATS and one (1) 200 Amp fusible disconnect switch will be supplied and installed by others. VFP can show these components on the drawing one-line as needed.

Lighting

- Six (6) four-foot, surface mounted LED light fixtures
- One (1) exterior LED door light with photocell control
- One (1) emergency/exit light mounted on the interior over the door

HVAC

- Two (2) two-ton, 240-volt, single phase, Bard wall mount air conditioning units, with low ambient and compressor anti cycle controls, integral 5 kW resistance heat strips and washable dust filters
- Lead/lag controls allowing approximately equal operating time on each air conditioning unit

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be coiled and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual, or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal.

- One (1) line voltage smoke detector
- One (1) intrusion alarm switch with form "C" contacts rated .1 Amps at 28 VDC
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) HVAC failure alarm

Grounding

- Provisions for the connection of a grounding electrode conductor at the shelter service equipment
- One "halo" ground system consisting of a 2 AWG stranded green insulated copper halo, approximately 6 inches below the ceiling, with vertical 2 AWG bare/tinned copper drops through the floor at each corner. A length of wire is coiled at each drop to allow attachment to an exterior ring ground system by others.
- Four (4) ¼" x 4" x 20" isolated copper ground plates

Accessories

- Two (2) twelve - port/waveguide entry panels with 4" sleeves and protective blank covers
- Eight (8) 3" diameter PVC wall penetrations for entry
- Two (2) 1-1/2" PVC wall penetrations for conduits.
- Up to fifty feet (50') of 18" wide cable tray.
- One (1) wall mounted 4' x 8' x ¾" equipment mounting board
- One (1) service manual
- If requested, VFP will provide three (3) sets of shelter drawings with each shelter unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended shelter tie down locations. No other foundation drawings are offered in the proposed shelter price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Shelters are to be built according to the latest IBC edition and state requirements of which the shelter is residing, local and county codes are not applicable unless otherwise stated.

Lead Time

Shelter completion is typically 36 weeks after approval of the preliminary drawings and state approval (where applicable). The preliminary drawings will be sent to the customer within 25 working days after receipt of purchase order. VFP will confirm the delivery schedule based upon production commitments and availability of ancillary equipment at the time of order.

Shelter Set-up

Shelter accessories may be removed as required for shipping at the discretion of VFP's Transportation Manager to facilitate shipping dimensions, safety, security, or to prevent damage to equipment. Any equipment removed for shipment will be packed in the shelter along with mounting hardware for reinstallation per VFP standards. VFP has not included the reinstallation of equipment in this offering. Unless otherwise provided for in writing, the reinstallation of equipment is assumed to be the responsibility of the customer.

Terms and Conditions

All pricing is exclusive of sales tax, use tax, or other fees. If this sale is exempt from any such taxes and fees, the customer must provide VFP with proof of any exemption (such as an exemption certificate) at the time the customer places its order.

This quotation is valid until June 28, 2024. After June 28, 2024, this pricing may be renewed or amended/revised upon mutual consent between the customer and VFP.

Shelters will be invoiced when complete and ready for customer inspection. Shipping, field service, and other services will be invoiced when completed. All other items will be invoiced when shipped.

Standard invoicing terms are net 30 days from date of invoice regardless of shelter delivery status.

After completion and all payment terms of this letter being met, shelters can be stored at VFP for up to 180 days at no charge. After 180 days, VFP will contact the customer to negotiate storage terms.

Transportation

Delivery charges are based on normal site access for VFP over the road tractor-trailers. If the site is not accessible due to weather, unsuitable roadway, obstructions, or other conditions VFP will, if possible, obtain the proper equipment to complete the delivery. In the event there is difficulty in getting into the job site because of unforeseen obstacles, VFP will not assume liability for any property damage as a result of being instructed by the customer's contractor to proceed; even though the VFP driver or contract carrier driver is aware of the potential for risk of damage to property.

VFP also assumes no responsibility for damage to the shelter as a result of inadequate right of way to the job site. It will be the customer's responsibility to ensure there is proper access to the job site. Unless previously arranged and confirmed in writing, VFP will require that a customer representative be at the job site at the time of delivery. The customer will establish a single point of contact to coordinate schedules with VFP's transportation department.

WV EMD Contract
July 7, 2023
Page 6 of 6
WVE-1

Thank you for your interest in VFP and for the opportunity to provide this quotation. If you have any questions or require additional information, please call, or email.

Sincerely,

Bryan Cox
Business Development Manager

**EXHIBIT A – Pricing Page
ARFQ HSE230000011
Prefabricated Concrete Shelters**

Section	Description	Manufacturer and Model if Bidding "or Equal" products	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Prefabricated Concrete Shelter - 10' W x 20' L x 9'2"H	VFP 10x20 CONC	Each	10	116,218.00	\$ 1,162,180.00
3.1.2	Site Delivery - Installation and Off-Loading		Each	10	\$ 17,809.00	\$ 178,090.00

Please note: This information is being captured for auditing purposes.
Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid entered on the Pricing Page will result in Vendor's bid being disqualified. Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page will lead to disqualification of vendors bid.
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	VFP, Inc
Address:	5410 Fallowater Lane
City, St. Zip:	Roanoke, VA 24018
Phone No.:	540-977-0500
Email Address:	bcox@vfpinc.com

Vendor Signature:

Date:

REQUEST FOR QUOTATION
ARFQ 0606 HSE2300000011
Prefabricated Concrete Shelters - EMD

Contract Manager:	Bryan Cox
Telephone Number:	540-977-0500
Fax Number:	540-977-5555
Email Address:	bcox@vfpinc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

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 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).

PRODUCER Marsh & McLennan Agency LLC P.O. Box 12748 Roanoke VA 24028	CONTACT NAME: PHONE (A/C. No. Ext): 540-982-3511	FAX (A/C. No): 540-777-1574
	E-MAIL ADDRESS:	
INSURED VFP Inc. 5410 Fallowater Lane Roanoke VA 24018	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FCCI Insurance Company	NAIC # 10178
	INSURER B: National Trust Insurance Company	20141
	INSURER C: StarNet Insurance Company	40045
	INSURER D: Travelers Prop & Casualty Co of America	25674
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1665361545

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 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPP10004344805	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10001268507	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB10002424006 EX6W55762823NF	4/1/2023 4/1/2023	4/1/2024 4/1/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 Excess Occurrence, agg \$ \$6,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	KRM686584655	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

A. Andrew Perry

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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.

Bryan Cox

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

(Company)

Bryan Cox

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

July 6, 2023

(Date)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ-HSE2300000011

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Company

Bryan Cox

Authorized Signature

July 6, 2023

Date

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

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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: VFP, Inc.

Authorized Signature: [Signature] Date: 7/7/23

State of Virginia

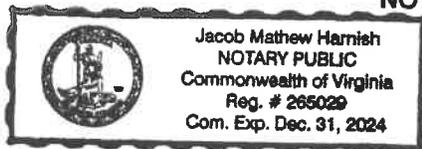
County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2023.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]

Purchasing Affidavit (07/09/2021)

ADDENDUM ACKNOWLEDGEMENT FORM

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Company

Bryan Cox

Authorized Signature

Date

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

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security - Division of Administrative Services (DAS) is soliciting bids on behalf of the agency West Virginia Emergency Management Division (EMD) to establish an open-end contract for prefabricated fully integrated one room concrete shelter solution

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		STATE OF WEST VIRGINIA	
DUNBAR WV		VARIOUS LOCATIONS AS INDICATED BY ORDER	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1:Prefabricated Concrete Shelter - 10' W x 20' L x 9'2"H	10.00000	EA	\$116,218.00	\$1,162,180.00

Comm Code	Manufacturer	Specification	Model #
95140000	VFP, Inc.	N/A	10x20CONC

Extended Description:

3.1.1:Prefabricated Concrete Shelter - 10' W x 20' L x 9'2"H

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		STATE OF WEST VIRGINIA	
DUNBAR WV		VARIOUS LOCATIONS AS INDICATED BY ORDER	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2: Site Delivery - Installation and Off-Loading	10.00000	EA	\$17,809.00	\$178,090.00

Comm Code	Manufacturer	Specification	Model #
78121601	VFP, Inc.	N/A	Freight and Offload

Extended Description:

3.1.2: Site Delivery - Installation and Off-Loading

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00 AM EST	2023-06-15
2	TECHNICAL QUESTION DEADLINE @ 14:00 EST	2023-06-26

	Document Phase	Document Description	Page 3
HSE230000011	Final	Prefabricated Concrete Shelters - EMD	