



State of West Virginia  
Agency Request for Quote

Proc Folder: 1149724		Reason for Modification: Addendum 1	
Doc Description: Front Entrance Doorframe, Doors, and Windows Project			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-13	2023-01-19 14:00	ARFQ 0608 DCR2300000040	2

**BID RECEIVING LOCATION**

WV DIVISION OF ADMINISTRATIVE SERVICES  
1124 SMITH STREET  
SECOND FLOOR  
CHARLESTON WV 25301  
US

**VENDOR**

Vendor Customer Code: 000000205730  
Vendor Name: Lee Ryer Builds, Inc.  
Address: P.O. Box 1872  
Street: One Railroad Street  
City: Shinnston  
State: WV Country: USA Zip: 26431  
Principal Contact: Sheldon Reber  
Vendor Contact Phone: 304-590-2083 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Herbert Mickey Skeens  
(304) 558-2350  
herbert.m.skeens@wv.gov

Vendor Signature X *[Signature]* FEIN# 55-0666753 DATE 1/19/2023

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

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security - Division of Administrative Services on behalf of the West Virginia Division of Corrections and Rehabilitation is soliciting bids for the Building 2 of the Eastern Regional Jail & Correctional Facility located at 38 Grapevine Road, Martinsburg, WV 25405 to establish a lump sum contract for the removal and replacement of the entrance doors as described below.

This facility has two (2) single entrance doors with a full pane window between them. They wish to have these changed out with two (2) side by side locking doors. The facility also wants the interior doors changed out to match the exterior doors.

INVOICE TO		SHIP TO	
DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US		MARTINSBURG CORRECTIONAL CENTER 38 GRAPEVINE RD MARTINSBURG WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Total Contract Bid				\$111,000.00

Comm Code	Manufacturer	Specification	Model #
30171505			

**Extended Description:**

Front Entrance Doorframe, Doors, and Windows Project

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10:00am EST	2023-01-05
2	Deadline for Question Due is 2:00pm EST	2023-01-12
3	Bid Due By 2:00pm EST	2023-01-19

	Document Phase	Document Description	Page
DCR2300000040	Final	Front Entrance Doorframe, Doors, and Windows Project	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

	Document Phase	Document Description	Page
DCR2300000040	Final	Front Entrance Doorframe, Doors, and Windows Project	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DCR23\*40**

**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.

Lee Roger Butler, Inc.  
Company

[Signature]  
Authorized Signature

1/19/2023  
Date

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

Bid or  
Proposal  
Bond


# Ohio Farmers Insurance Company



Westfield Insurance® 1 Park Circle, P O Box 5001,  
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Lee Reger Builds, Inc.

PO Box 1872, Shinnston, WV 26431, as Principal, and

the **Ohio Farmers Insurance Company** , an Ohio Corporation, with its principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto Eastern Regional Jail

38 Grapevine Road, Martinsburg, WV, as Obligee, in

the penal sum of 5% of Bid Amount DOLLARS,

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for replacing storefront doors;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

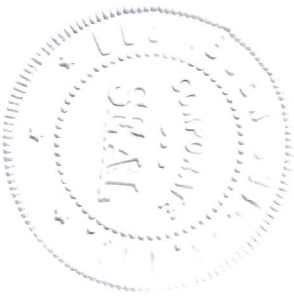
SIGNED this 19th day of January, 2023.

Lee Reger Builds, Inc.  
Principal

By: 

**Ohio Farmers Insurance Company** 

By:   
Emily Zimmerman, Attorney-in-fact





General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RANDALL E. KERNS, MICHAEL W. MASON, KRISTINE D. MASON, CARLA J. DOBBINS, LISA K. MCGUIRE, VICTORIA B. EVANS, MICHAEL L. BOONE, MAXIMILIAN CADORETTE, NICOLE TEETS, ALEXANDER DAVID BARONE, EMILY ZIMMERMAN, JOINTLY OR SEVERALLY

of BRIDGEPORT and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of APRIL A.D. 2021.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Handwritten signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 28th day of APRIL A.D. 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Handwritten signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of January A.D. 2023.



[Handwritten signature of Frank A. Carrino]

Frank A. Carrino, Secretary



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

I, Sheldon E. Raber, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Lee Rejer Builds, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Lee Rejer Builds, Inc.  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Sheldon E. Raber  
 Signature: [Handwritten Signature]  
 Title: V.P.  
 Company Name: \_\_\_\_\_  
 Date: 1/19/2023

STATE OF WEST VIRGINIA,

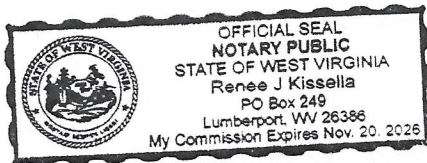
COUNTY OF Harrison, TO-WIT:

Taken, subscribed and sworn to before me this 19<sup>th</sup> day of January, 2023.

By Commission expires November 20, 2026

(Seal)

[Handwritten Signature: Renee J. Kissella]  
 (Notary Public)





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:** Under W. Va. Code §15A-3-14, 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: Lee Rojas Builds, Inc

Authorized Signature: [Signature] Date: 1/19/2023

State of West Virginia

County of Harrison, to-wit:

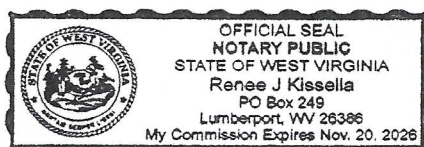
Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of January, 2023.

My Commission expires November 20, 2026.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 03/09/2019)*







**Exhibit A - Pricing Page - Entrance Doors and Glass  
 Building 2 of the Eastern Regional Jail & Correctional Facility  
 ARFQ 0608 DCR2300000040**

<b>Section:</b>	<b>Description of Service</b>	<b>Bid Amount</b>	<b>Quantity</b>	<b>Extended Amount</b>
5.1.5	Total Contract Bid Amount	\$ 111,000.00	1	\$ 111,000.00
<b>Total Contract Bid</b>				<b>\$ 111,000.00</b>

**Vendor must 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 will result in Vendor's bid being disqualified.**

Vendor Name: Lee Reger Builds, Inc.
Vendor Address: PO Box 1872, Shinnston, WV 26431
Email Address: sraber@Lrbuidswv.com
Phone Number: 304-592-2083
Fax Number: 304-592-3920
Signature: 