



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DBSM102111

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
**SMG ARCHITECTS
 1016 MORTON STREET
 BALTIMORE MD 21201**

SHIP TO

**SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/11/2009				
BID OPENING DATE: 01/05/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		295-70		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA SCHOOLS FOR THE DEAF & BLIND, IS SOLICITING BIDS FOR THE INSTALLATION OF TWO NEW PASSENGER ELEVATORS IN THE ELEMENTARY DEAF SCHOOL AND THE PHYSICAL EDUCATION BUILDING.</p> <p>ELEVATORS, PASSENGER</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/11/2009 AT 11:00 AM IN THE ADMINISTRATION CONFERENCE ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

RECEIVED
 200 JAN -5 P 12:48
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jon R. Hale* TELEPHONE **304-788-5855** DATE **1-4-10**

TITLE *Vice-President* FEIN **55-059-8025** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"); then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

SCHOOL FOR THE DEAF & BLIND

**SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
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 26757-1894 304-822-4810**

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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 12/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH</p>						

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<p>THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

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<p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS</p>						

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<p>PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED; THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						

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				<i>Mineral Fabrication & Machine Co. Inc.</i> COMPANY <i>1-5-10</i> DATE		
				REV. 11/96 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: <i>Mineral Fabrication & Machine Co. Inc.</i> CONTRACTORS LICENSE NO.: <i>WV003136</i> THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN		

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p>						

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				BID OPENING DATE: 01/05/2010		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304 788-5692</i>		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>JASON HALE</i>		
***** THIS IS THE END OF RFQ DBSM102111 ***** TOTAL:						<i>381,313.⁰⁰</i>

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INVITATION TO BIDDERS

The West Virginia Schools for the Deaf and the Blind invites qualified contractors to submit sealed bids for Elevator Installation in two buildings on their Romney, West Virginia campus.

Bids must be on a lump sum basis and not be withdrawn for 90 days. Sealed proposals will be received by the West Virginia Purchasing Division, 2019 Washington St. E, Charleston, West Virginia 25305-0130. Bids will be received until 1:30 pm, local time on January 5, 2010. Bids are to be indicated on Specification Section 00300, Bid Form for General Construction, enclosed in the Project Manual. Bids will be opened and read aloud immediately after the specified closing time.

Bidders may purchase sets of Drawings and Specifications at The West Virginia Schools for the Deaf and the Blind, Administration Building, Attention: Ms. Kristin Willard. Cost per set of documents is \$50.00 and checks should be made out to The West Virginia Schools for the Deaf and Blind. The cost of the documents is refundable only if the documents are returned in the original binding, unmarked and undamaged, to WVSDB within 45 days of the bid due date. Bidders must be licensed to perform work in the State of West Virginia.

Bidders are strongly advised to visit the Project Site to fully understand the existing conditions. A requirement of the Bid is to be present at the Pre-Bid Meeting, located at the West Virginia Schools for the Deaf and the Blind, Administration Building Conference Room on December 11, 2009 at 11:00 am for an explanation of the project, a question and answer session, and a tour of project sites.

END OF SECTION

West Virginia Schools for the Deaf and the Blind
Elevator Installation

Section 00010-1
Notice of Request for Construction Bids

NOTICE OF REQUEST
FOR CONSTRUCTION BIDS

The West Virginia Schools for the Deaf and the Blind, (hereinafter called "OWNER"), invites qualified contractors to submit sealed bids for Elevator Installation on two buildings. Sealed bids will be received as indicated on the attached Request for Quotation dated 11-11, 09.

The work of this project consists of the following contract items:

The installation of new passenger elevators including required masonry shaft, pit, and penthouse with modifications to existing building structure and configuration as well as all other associated work for the Elementary School and the Physical Education Building as indicated on the Drawings. The Elementary School elevator is BASE BID and The Physical Education Building elevator is an ADD ALTERNATE. Both buildings are at the Romney, West Virginia campus of the West Virginia Schools for the Deaf and the Blind and as described in the attached documents.

This project is intended to be bid per plans and specifications. SUBSTITUTIONS will be considered, but must be submitted prior to the question submission deadline. The contractor shall include adequate information in the substitution request for the Architect to judge the substitution's equality to the specified item without additional research. Allow 5 days for the architect's review of the request.

It is understood and agreed that the contractor's bid proposal is based on furnishing labors to the standards as specified and entitles the Owner to require that such methods be incorporated in the work, except as approved Substitutions for same based on the procedure entered above, are accepted and subsequently made a part of the Contract Documents.

END OF SECTION

West Virginia Schools for the Deaf and the Blind
Elevator Installation

Section 00300-1
Bid Form for General Construction

SECTION 00300

BID FORM FOR GENERAL CONSTRUCTION

To: State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

From: Mineral Fabrication Machine (Name of Bidder)
P.O. Box 21 (Address of Bidder)
Keyser, WV 26726

We/I, the undersigned Bidder, declare that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this Bid, or in the Contract proposed to be taken, is or are the undersigned; that this Bid is made without any connection or collusion with any other person, firm or corporation, making a Bid for the same work; the undersigned further certifies that they have carefully examined the complete Contract Documents as herein defined, together with Addenda Number(s) 1-12-22-09 and that they are understood; and that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, groundwater table, and other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work, applicable laws and regulations, permit requirements, and all other matters which can in any way affect the work or the cost thereof under this Contract, and that it is proposed and agreed, if the Bid is accepted to contract with the Owner in the form of Contract hereto attached, to do the required work in the manner set forth in the Contract Documents.

If this Bid shall be accepted by the Owner, and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract Agreement for execution, to execute the same and to give the stipulated Bonds, then said Owner may at its option, determine that the Bidder has abandoned the Contract, and thereupon the Bid and the acceptance thereof shall be null and void, and the deposit accompanying the proposals shall be forfeited and paid as liquidated damages to the said Owner as provided in the Contract Documents. The prices on the attached Bid Schedule below are to include and cover the furnishing of all materials and labor requisite and proper, and

West Virginia Schools for the Deaf and the Blind
Elevator Installation

Section 00300-2
Bid Form for General Construction

the providing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all work, complete as specified and detailed in the Contract Documents, said work shall be performed within the stipulated number of consecutive calendar days herein specified.

BID SCHEDULE

Bidder agrees to perform all **Base Bid** work of the general construction for ELEMENTARY SCHOOL ELEVATOR INSTALLATION, including all general construction, plumbing, mechanical and electrical work as specified and detailed in the contract documents.

Three hundred eighty one thousand three hundred Dollars (\$ 381,313.⁰⁰)
thirteen dollars

Add Alternate #1:

PHYSICAL EDUCATION BUILDING ELEVATOR INSTALLATION, including all general construction, plumbing, mechanical and electrical work as specified and detailed in the contract documents.

424,437.⁰⁰

Add Alternate #2:

Add Alternate #3:

Add Alternate #4:

Add Alternate #5:

Add Alternate #6:

Add Alternate #7:

Add Alternate #8:

West Virginia Schools for the Deaf and the Blind
Elevator Installation

Section 00300-3
Bid Form for General Construction

PROPOSED SUBCONTRACTORS, EQUIPMENT/MATERIAL SUPPLIERS

Listed below each major branch of work and major equipment/material category for this proposal and the subcontractor or supplier proposed for that portion of work. If the branch of work is to be completed solely by the Contractor, so indicate. If the acceptance of an alternate proposal changes a subcontractor or equipment/material supplier, indicate by notation below. The Owner can request but cannot require the Contractor to change any proposed subcontractors or suppliers. The Contractor is responsible for selecting or changing subcontractor and/or material suppliers. The Owner, Architect and/or School Building Authority may indicate their concerns about any entity listed which they have reason to believe past experience indicates poor performance may be expected. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to the Owner, as the Contractor has full responsibility for execution of the work.

BRANCH OF WORK/ MATERIAL CATEGORY	SUBCONTRACTOR SUPPLIER	CONTRACTOR'S LICENSE NO.
1. Building Work	Mineral Fabrication	WV003136
2. Elevator	Thyssen Krupp Elevator	WV000525
3. Electrical Work	Squires Electrical/Mechanical	WV000301
4. Mechanical/Plumbing	Squires Electrical/Mechanical	WV000301
5. Roofing	J & A GRAY Co	WV040826
6.		
7.		
8.		

UNIT PRICES

Should additional work of the following categories be required, adjustments will be made to the Contract Sum at the following unit prices, which shall include all expenses, including overhead and profit. Should less work be required, the unit price will be 15% less than the price quoted for additional work.

Description	Unit Price
A. 6" masonry partition, per square foot	\$ 9.25

West Virginia Schools for the Deaf and the Blind
Elevator Installation

Section 00300-4
Bid Form for General Construction

B.	8" masonry partition, per square foot	\$	<u>11.50</u>
C.	Type A partition, per square foot	\$	<u>18.50</u>
D.	Furred out Fiber-Rock per square foot	\$	<u>8.50</u>
E.	Prepare, prime, and finish paint per square foot	\$	<u>2.50</u>
F.	Sheet vinyl flooring per square foot	\$	<u>3.75</u>
G.	Carpeting per square yard	\$	<u>31.00</u>

TIME OF COMPLETION

If awarded this contract, the undersigned will complete the work within 180 calendar days from the date of notice to proceed.

Upon failure to have all work completed within the period of time above mentioned, Contractor shall forfeit and pay, or cause to be paid, to the Owner, for and as liquidated damages to be deducted from any payment due or to become due to said Contractor, a sum of Five Hundred Dollars (\$500.00) for each and every calendar day beyond the specified completion date that said contract work remains in an unfinished condition.

SIGNATURE Jason R. Hale

JASON Hale declares the following legal status in
(Bidder's Name)

submitting this Proposal:

(Check One)

A Corporation organized and existing under the laws of the State of West Virginia

A Partnership

An individual doing business as _____

West Virginia Contractor License No. WV003136

Respectfully submitted,

By: John R. Hale

Signature JASON Hale

Typed Name Vice President

Title 1-5-10

Date

If Bidder is a PARTNERSHIP, fill in the following blanks:

Name of Partners:

If Bidder is a CORPORATION, fill in the following blanks:

Organized under the laws of the State of West Virginia

Name and Home Address of the President John Hale

Pine Swamp Rd, Keyser, WV 26726

Name and Home Address of Treasurer Melinda Hale

Pine Swamp Rd Keyser, WV 26726

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice
President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D), (E)
as Principal, and (F) of (G),
(H), a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J), as Surety, are held and firmly bound unto The State
of West Virginia, as Obligee, in the penal sum of (K)
(\$ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Obligee may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)
By (S)
(Must be President or
Vice President)
(T)
Title
(V)
(Name of Surety)
(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mineral Fabrication & Machine Co. Inc. of Keyser WV, as Principal, and Penna. Nat. Mut. Cas. Ins. of Harrisburg PA, a corporation organized and existing under the laws of the State of PA with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid (\$ 5% of bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for WV School for the Deaf & Blind. Installation of Passenger Elevators in the Elementary School & Phys. Education Building along with masonry, drywall, mechanical & electrical work

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 5th day of January, 2010.

Principal Corporate Seal

Mineral Fabrication & Machine Co., Inc.

By [Signature]
(Name of Principal)

(Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Penna. Nat. Mut. Cas. Ins. Co.
(Name of Surety)

[Signature]
Attorney-in-Fact
Beverly A. Petrilli

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

POWER OF ATTORNEY

0540

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JAMES A. WEAVER AND BEVERLY A. PETRILLI, BOTH OF JOHNSTOWN, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf as surety as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FOUR MILLION DOLLARS (\$4,000,000.00)-----
ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF THE 30TH DAY OF September, 2014, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be affixed on September 9, 2009.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Karen C. Yarrish

Karen C. Yarrish, Vice-President, Secretary & General Counsel



Commonwealth of Pennsylvania, County of Dauphin – ss:

On September 9, 2009, before me appeared Karen C. Yarrish to me personally known, who being by me duly sworn, did say that she resides in the Commonwealth of Pennsylvania, that she is Vice-President, Secretary & General Counsel of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, That she is the individual described in and who executed the preceding instrument, and that the seal affixed on said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cristy M. Daly, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

Cristy M. Daly
Notary Public

I, Robert B. Brandon, VP of Underwriting Operations, of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on January 5, 2010

Robert B. Brandon
Vice President of Underwriting Operations



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

STATE OF West Virginia
COUNTY OF Mineral, TO-WIT:

I, JASON HALE, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Mineral Fabrication Machine Co Inc; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

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

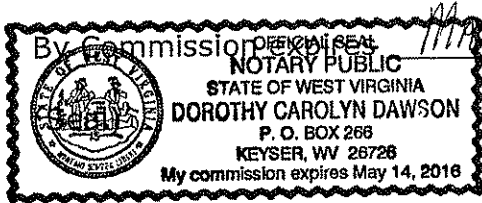
Mineral Fabrication Machine Co Inc.
(Company Name)

By: [Signature]

Title: Vice President

Date: 1-4-10

Taken, subscribed and sworn to before me this 4th day of January.



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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 <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Mineral Fabrication & Machine Co Inc
Authorized Signature: J.R. Hale Date: 1-4-10 (JRH)



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DBSM102111

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

VENDOR

*709050158 304-788-5855
 MINERAL FABRICATION & MACHINE
 PO BOX 21

KEYSER WV 26726

SHIP TO

SCHOOL FOR THE DEAF & BLIND
 RECEIVING DEPARTMENT
 301 EAST MAIN STREET
 ROMNEY, WV
 26757-1894 304-822-4810

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/22/2009				

BID OPENING DATE: **01/05/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 ----- THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 12/15/2009. THE BID OPENING DATE REMAINS: 01/05/2010 ATTACHMENTS: QUESTIONS AND RESPONSES PRE-BID SIGN IN SHEET ----- END OF ADDENDUM NO. 1 -----						
0001	1	LS		295-70		
ELEVATORS, PASSENGER						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John R. Kaylor</i>	TELEPHONE 304-788-5855	DATE 12-22-09
TITLE Vice President	FEIN 55-059-8025	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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 <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DBSM102111

Addendum No. 1

Dated:
12-22-09**Question:**

We just reviewed the elevator specification for the WV School of the Deaf & Blind and noted MRL gearless traction elevators are specified which is overkill for two stop elevators. We would like to request the opportunity to supply hydraulic elevators in lieu of the traction elevators specified to reduce your cost for these elevators.

Question:

We would like to be approved as an alternate elevator equipment on the Romney School Elevator Renovation.

We are proposing using a 2,500 lb. and 4,000 lb holeless elevator package supplied by canton Elevator Company. The hoist way size would not change on either elevator. The elevator pit would only need to be four feet deep not five feet. The overhead would only need to be 12' 6" to the underside of the hoist beam.

The only additional requirement we would need would be an elevator mechanical room, (7'6" X 5'6"), adjacent to the elevator, either on the top or bottom floor.

The speed would be 100 feet per minute, instead of 150, but since elevators require 3 feet to reach speed and 3 feet to stop, and the floors are 10 foot and 14 foot, the difference would only be a matter of 2 or 3 seconds in the travel time.

The Canton elevator would benefit State of West Virginia by being cheaper in total cost of installation by about \$20,000 to \$30,000. Also since this is a "Non-proprietary" system, it can be maintained by any elevator company. You would not be locked into one vendor for maintenance, and the monthly maintenance cost after warranty is about \$135.00. Per month as opposed to \$250-\$275. Per month for the Ecospace elevator. Additionally the electronic boards and parts on the Ecospace are more expensive, and can only be supplied by one vendor.

The elevators we are proposing to install would be very similar to the ones that are installed in the Boy's dormitory and the Kitchen at the school.

Response:

After reviewing the two questions and looking at the information provided by the architect, we have decided to stay with the original designs as there are spacing issues in the one location.

Date: 4/1/09

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No.

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE TOLL FREE	FAX
Company: <u>WJSDB</u>	<u>301 E MAIN Street</u>	PHONE <u>304-822-4800</u>	
Rep: <u>Kristin A. Willard</u>	<u>Bonnvey Wv 260757</u>	TOLL FREE	
Email Address: <u>kwillard@access.k12.wv.us</u>		FAX <u>304-822-3370</u>	
Company: <u>Langan GC Corp</u>	<u>Route 1 Box 84, Cumberland St E</u>	PHONE <u>304-738-3300</u>	
Rep: <u>Steve Langan</u>	<u>Wiley Ford, Wv 26763</u>	TOLL FREE	
Email Address: <u>steve.langan@langanycorp.com</u>		FAX <u>304-738-3384</u>	
Company: <u>HARBEL, INC.</u>	<u>11521 MILNOR AVE.</u>	PHONE <u>301-729-8303</u>	
Rep: <u>ADAM STEW</u>	<u>CUMBERLAND, MD 21502</u>	TOLL FREE	
Email Address: <u>Asterne@thebeltgroup.com</u>		FAX <u>301-729-0163</u>	
Company: <u>THYSENKRUPP ELEVATOR</u>	<u>611 Morris Street</u>	PHONE <u>304-342-8115</u>	
Rep: <u>JOE WHITLOCK</u>	<u>CHARLESTON, WV 25301</u>	TOLL FREE	
Email Address: <u>JOE.WHITLOCK@thyssenkrupp.com</u>		FAX <u>1-800-812-5542</u>	
Company: <u>W. HARLEY MILLER CONTRACTING, INC.</u>	<u>1193 HERFESVILLE RD.</u>	PHONE <u>304-267-8159</u>	
Rep: <u>KEN HOLZHAUSER</u>	<u>MARTINSBURG, WV 25403</u>	TOLL FREE	
Email Address: <u>knolzhauser@mlmcontractors.com</u>		FAX <u>304-267-3847</u>	

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Date: 12/11/09

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: Mineral Fabrication	Po Box 21	304-788-5855		
Rep: Kip Jenkins	Keyser WV 26726			
Email Address: minfab@mindspring.com				304-788-5692
Company: ELEVATOR SOLUTIONS	9606 DOWNSWELL PIKE	PHONE 301-223-4806		
Rep: RICHARD BLOCK	HAGERSTOWN, MD 21740	TOLL FREE		
Email Address: ELEVATOR SOLUTIONS@COMCAST.NET		FAX 301-223-8340		
Company: WV Schools For the Deaf and Blind	301 E. Main St.	PHONE 304-822-4825		
Rep: Jaye C. Cleaver	Roanoke, WV 26157	TOLL FREE		
Email Address: jcleaver@access.k12.wv.us		FAX 304-822-5370		
Company: WV Schools for the Deaf and Blind	301 E. Main St.	PHONE 304-822-4825		
Rep: Patrick Mead	Roanoke WV 26157	TOLL FREE		
Email Address: pmead@access.k12.wv.us		FAX 304-822-3390		
Company: S.M.G ARCHITECTS	1016 WIGSTON ST.	PHONE 410-665-3582		
Rep: ANTHONY J. IMACHOWSKI	BALTIMORE, MD 21201	TOLL FREE		
Email Address: TIMACHOWSKI@SINGARSH.COM		FAX 410-665-4770		