



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 93221

Procurement Type: Central Purchase Order

Vendor ID: 000000163928

Legal Name: MIRC CONSTRUCTION SERVICES LLC

Alias/DBA:

Total Bid: \$4,180,711.00

Response Date: 04/30/2015

Response Time: 13:21

SO Doc Code: CRFQ

SO Dept: 0213

SO Doc ID: PUR1500000016

Published Date: 4/27/15

Close Date: 4/30/15

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.04- Construction of Surplus Property Facility

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 93221

**Solicitation Description :** Addendum No.04- Construction of Surplus Property Facility

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-30 13:30:00	SR 0213 ESR04301500000003530	1

**VENDOR**

000000163928

MIRC CONSTRUCTION SERVICES LLC

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	New industrial building and warehouse construction services				\$4,180,711.00

Comm Code	Manufacturer	Specification	Model #
72121000			

**Extended Description :** Phased demolition of buildings and construction of a new pre-engineered metal building.  
Vendor to submit all Pricing Documentation as well as other required documentation with bid prior to bid opening.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 93221

Doc Description: Construction of Surplus Property Facility

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-27	2015-04-30 13:30:00	CRFQ 0213 PUR1500000016	1

**BUYER/RECEIVING OFFICE**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**MIRC** Construction Services, LLC  
 PO Box 465  
 Scott Depot, WV 25560  
 (O) 304.757.0880 (F) 304.757.0881  
 WVO44284

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

FEIN #

26 287 2105

DATE

4/30/15

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

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV25064-2236 US		ADMINISTRATIVE SERVICES MANAGER DEPARTMENT OF ADMINISTRATION SURPLUS PROPERTY 2700 CHARLES AVE DUNBAR WV 25064 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	New industrial building and warehouse construction services				

Comm Code	Manufacturer	Specification	Model #
72121000			

**Extended Description :**  
 Phased demolition of buildings and construction of a new pre-engineered metal building.

### Proposal Form

State of West Virginia – General Services Division

The New State Surplus Property Facility (Revised: 04/08/2015)

1.1 NAME OF BIDDER: MIRC Construction Services LLC

A. The undersigned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

1.2 BASE BID (Surplus Property Renovations)

(List any required bid breakdowns here, including language to indicate how breakdown affects bid, eg, "Provide cost per Phase for Accounting Purposes Only")

Four Million One Hundred Eighty Thousand Seven  
Hundred Eleven and 00/100  
(\$ 4,180,711.00)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

1.3 ALTERNATES:

A. The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) All work is to be as indicated on Drawings and as specified. Alternates, if accepted, will be accepted in the order as listed. Alternate 2 will not be accepted without having accepted Alternate 1.

1. Alternate Bid No. 1 - Provide New Open Storage Shelter Building as indicated on Drawings and as specified.

2. ADD the sum of: One Hundred Fifty Seven Thousand  
Seventy Two and 00/100

(\$ 157,072.00)



1.4 UNIT PRICES:

A. The stated Base Bid shall include allowances as described below. The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowances. These Unit Prices include all materials, transportation, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

B. **Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.**

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard of soil excavated, based on survey of volume removed.
3. *Quantity Allowance: Coordinate unit price with allowance requirements in Section 012100 "Allowances."*
4. For Removal of unsatisfactory soil and replacement with satisfactory soil material, if the actual amount differs from the stated allowance,

a. ADD or DEDUCT \$ 35 /Cubic Yard

C. **Unit Price No. 2: Removal of unsatisfactory soil and replacement with controlled low-strength material.**

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with controlled low strength material, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard of controlled low-strength material volume.
3. *Quantity Allowance: Coordinate unit price with allowance requirements in Section 012100 "Allowances."*
4. For Removal of unsatisfactory soil and replacement with controlled low-strength material, if the actual amount differs from the stated allowance,

a. ADD or DEDUCT \$ 143 /Cubic Yard

1.5 SIGNATURE OF BIDDER

Name of Firm: MIRC CONSTRUCTION

Address: 500B2 PRESTIGE PARK

City/ State/ Zip: HURRICANE WV 25526

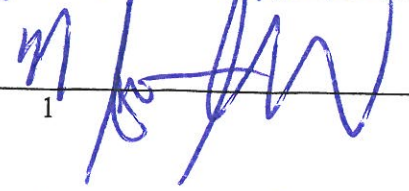
Phone No. (304) 757 0880

Fax No. (304) 757 0881



Email Address: ASAMPLES@MIRECONSTRUCTION.COM

By: N. Adam Samples

Signature: 

**1.5 REFERENCES**

— SEE ATTACHMENT

The undersigned shall provide three references below:

**Reference #1 Name:** \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

**Reference #2 Name:** \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

Reference #3 Name:

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Position:

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Address:

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Telephone Number:

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Project Name:

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Project Description:

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**END OF PROPOSAL FORM**

**References:**

Reference Name: TIM PARNEW  
 Position: VICE PRESIDENT  
 Address: 2900 FIRST AVE. HUNTINGTON, WV 25702  
 Telephone Number: 304-942 6770  
 Project Name: ST MARY'S MEDICAL CENTER  
 Project Description: RENOVATIONS + ADDITIONS

**References:**

Reference Name: RON MAY  
 Position: DIRECTOR OF FACILITIES IN CONSTRUCTION  
 Address: ONE JOHN MARSHALL WAY HUNTINGTON, WV  
 Telephone Number: 304 696 2585  
 Project Name: MARSHALL UNIVERSITY SOCCER COMPLEX  
 Project Description: NEW SOCCER STADIUM

**References:**

Reference Name: LES RAY  
 Position: CONSTRUCTION SUPERVISOR  
 Address: 1340 HAL GREER BLVD. HUNTINGTON, WV 25701  
 Telephone Number: 304 526 2039  
 Project Name: CABELL HUNTINGTON HOSPITAL SURGERY EXPANSION  
 Project Description: SURGERY EXPANSION

**END OF BID FORM**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, MIRC Construction Services, LLC  
of P.O. Box 465, Scott Depot, WV 25560, as Principal, and Great American Insurance  
Company of Cincinnati, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Total Amount Bid (\$ 5%) 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  
PUR150000016- Phased Demolition, Pre-Engineered Metal Building

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 Oblige 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  
30th day of April, 2015.

Principal Corporate Seal

MIRC Construction Services, LLC  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
VICE PRESIDENT  
(Title)

Surety Corporate Seal

Great American Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact

**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.**



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20211

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JEFFERY O'DELL	RICHARD L. HIGGINBOTHAM ALL OF	ALL
C. DAVID THOMAS	ROSEANN B. DYE-SMALLEY CHARLESTON, WEST VIRGINIA	\$75,000,000
ROBIN M. HUBBARD-SHERROD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10TH day of AUGUST, 2011. Attest GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10TH day of AUGUST, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used 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.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of April, 2015.



*My L C. B.*  
Assistant Secretary



# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV044284

**Classification:**  
GENERAL BUILDING

MIRC CONSTRUCTION SERVICES LLC  
DBA MIRC CONSTRUCTION SERVICES LLC  
PO BOX 465  
SCOTT DEPOT, WV 25560


**Date Issued**

JUNE 30, 2014

**Expiration Date**

JUNE 30, 2015

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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 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: MIRE CONSTRUCTION SERVICES LLC

Authorized Signature: [Signature] Date: 4/30/15

State of WV

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 30 day of APRIL, 2015.

My Commission expires DECEMBER 15, 2018.

**AFFIX SEAL, HERE**



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Sean E. Adkins  
RR 1, Box 420  
Genoa, WV 25517  
My Commission Exp. Dec. 15, 2018

NOTARY PUBLIC [Signature]



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: MIRC CONSTRUCTION SERVICES, LLC

Contractor's License No. WV 044284

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF PUTNAM, TO-WIT:**

I, N. Adam Samples, after being first duly sworn, depose and state as follows:

- 1. I am an employee of MIRC CONSTRUCTION SERVICES, and,  
(Company Name)
- 2. I do hereby attest that MIRC CONSTRUCTION SERVICES  
(Company Name)

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

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

By: [Signature]

Title: VICE PRESIDENT

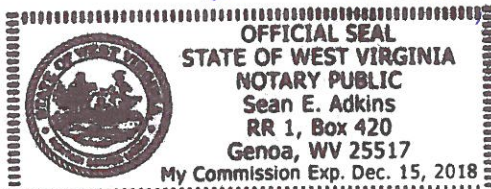
Company Name: MIRC CONSTRUCTION SERVICES

Date: 4/30/15

Taken, subscribed and sworn to before me this 30 day of APRIL, 2015.

By Commission expires DECEMBER 15 2018

(Seal)



[Signature]  
(Notary Public)

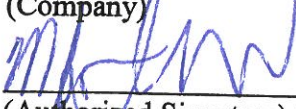
**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

MIRC CONSTRUCTION SERVICES

(Company)

 N. ADAM SAMPLES V.P.

(Authorized Signature) (Representative Name, Title)

304 757 0880 304 757 0881 4/30/15

(Phone Number) (Fax Number) (Date)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, 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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" 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.

MIRC CONSTRUCTION SERVICES  
 Company  
  
 Authorized Signature  
4/30/15  
 Date

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

RFQ No. PUR-1500000016

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: MIRC CONSTRUCTION SERVICES

Authorized Signature: [Signature] Date: 4/30/15

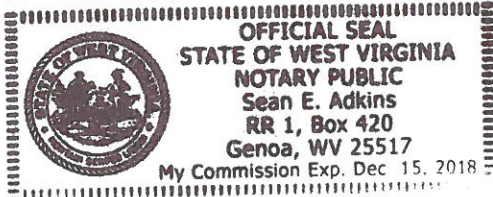
State of WV

County of PUNNAM, to-wit:

Taken, subscribed, and sworn to before me this 30 day of APRIL, 2015

My Commission expires DECEMBER 15, 2018

**AFFIX SEAL HERE**



NOTARY PUBLIC

[Signature]

*Purchasing Affidavit (Revised 07/01/2012)*