



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

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

Procurement Folder: 519225

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0403

Vendor ID: 000000203751

SO Doc ID: DBS1900000006

Legal Name: MINERAL FABRICATION & MACHINE

Published Date: 12/13/18

Alias/DBA:

Close Date: 12/20/18

Total Bid: \$1,199,000.00

Close Time: 13:30

Response Date: 12/20/2018

Status: Closed

Response Time: 13:23

Solicitation Description: Addendum #3 WVSDB Keller Hall Renovation Project

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 519225

**Solicitation Description :** Addendum #3 WVSDB Keller Hall Renovation Project

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-12-20 13:30:00	SR 0403 ESR12201800000002986	1

<b>VENDOR</b>
000000203751 MINERAL FABRICATION & MACHINE

**Solicitation Number:** CRFQ 0403 DBS1900000006

**Total Bid :** \$1,199,000.00      **Response Date:** 2018-12-20      **Response Time:** 13:23:43

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	Building and Facility Maintenance and Repair				\$1,199,000.00

Comm Code	Manufacturer	Specification	Model #
72100000			

<b>Extended Description :</b>	Building and facility maintenance and repair services
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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: 519225

Doc Description: Addendum #3 WVSDS Keller Hall Renovation Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-13	2018-12-20 13:30:00	CRFQ 0403 DBS1900000006	4

**BID RECEIVING LOCATION**


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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Mineral Fabrication + Machine Co., Inc  
 PO Box 21  
 Keyser, WV 26726  
 (304) 788-5855

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X  FEIN # 55-0598025 DATE 12/20/2018  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #3 issued per the attached documentation.

End of Addendum #3.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST		CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST	
ROMNEY	WV26757-1894	ROMNEY	WV 26757-1894
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Maintenance and Repair				\$ 1,199,000

Comm Code	Manufacturer	Specification	Model #
72100000			

**Extended Description :**

Building and facility maintenance and repair services

<b>DBS1900000006</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #3 WVSDB Keller Hall Renovation Project	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Proposal Form**

State of West Virginia  
Renovations To Keller Hall  
West Virginia School For The Deaf and The Blind  
Romney, West Virginia

1.1 NAME OF BIDDER: Mineral Fabrication + Machine Co., Inc.

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 as follows:

**BASE BID - For the sum of:**

One million one hundred ninety-nine  
thousand and zero cents (\$ 1,199,000 )

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

Project to be completed in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents.

**Substantial Completion is to be achieved on or before July 15, 2019.**

The Undersigned Bidder Agrees:

1. To accept the provisions of all sections of the documents listed above.
2. That the amounts stated in this Form of Proposal represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, regulatory notifications, taxes, and insurance required or applicable to the work. That no claims shall be made for any increases in wage scales or material costs.
3. To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
4. That the bidder shall comply with all City, State, and Federal statutes relating to liability insurance, working hours, minimum wages, safety and sanitary regulation, including requirements set forth governing federal participation under this project, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the bid herein submitted.



1.4 SIGNATURE OF BIDDER

Name of Firm: Mineral Fabrication & Machine Co., Inc.

Address: PO Box 21

City/ State/ Zip Keyser, WV 26726

Phone No. (304) 788-5855

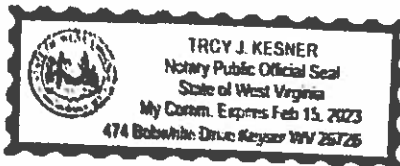
Fax No. (304) 788-5692

Email Address: john.hale@minfab.us

By: John Hale

Signature: *John R Hale*

Signed and Sealed this 20<sup>TH</sup> day of December, 2018



END OF PROPOSAL FORM

**REQUEST FOR QUOTATION**  
**Keller Hall Renovation Project at the**  
**West Virginia Schools for the Deaf and the Blind**

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**GENERAL CONSTRUCTION SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind to establish a contract for renovation and repairs at its Keller Hall dormitory facility at the West Virginia Schools for the Deaf and the Blind, located at 301 E. Main Street, Romney, WV 26757.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 "Construction Services"** means renovation and repairs at its Keller Hall dormitory facility at the West Virginia Schools for the Deaf and the Blind as more fully described in these specifications and the Specifications/Project Manual.
  - 2.2 "Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
  - 2.4 "Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least two projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or

**REQUEST FOR QUOTATION**  
**Keller Hall Renovation Project at the**  
**West Virginia Schools for the Deaf and the Blind**

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documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

ZMM Architects & Engineers  
222 Lee Street, West, Charleston, WV 25302  
Office: 304.342.0159  
Chris Campbell, AIA, LEED AP BD+C  
Architect

Electronic copies at no cost.

**REQUEST FOR QUOTATION  
Keller Hall Renovation Project at the  
West Virginia Schools for the Deaf and the Blind**

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Copies of project plans can be examined at the following locations:

**Kanawha Valley Builder's Association  
1627 Bigley Avenue  
Charleston, WV 25302  
(304) 342-7141 FAX: (304) 343-8014**

**Parkersburg/Marietta Contractor's Association  
2905 Emerson Avenue  
Parkersburg, WV 26104  
(304) 484-6485 FAX: (304) 428-7622**

**Contractor's Association of West Virginia  
2114 Kanawha Boulevard East  
Charleston, WV 25311  
(304) 342-1166 FAX: (304) 342-1074**

**Pennsylvania Builder's Exchange  
1813 North Franklin Street  
Pittsburg, PA 15233  
(412) 922-4200 FAX: (412) 928-9406**

**Construction Employer's Association of North Central West Virginia  
2794 White Hall Boulevard  
White Hall, WV 26554  
(304) 367-1290 FAX: (304) 367-0126**

**McGraw-Hill Dodge Reports  
Attn: Scan Department  
3315 Central Avenue  
Hot Springs, AR 71913-6138  
(781) 430-2004**

**CMD Group  
30 Technology Parkway South Suite 100  
Norcross, GA 30092  
(770) 417-4000 FAX: (800) 317-0870**

**Ohio Valley Construction Employer's Council  
21 Armory Drive  
Wheeling, WV 26003  
(304) 242-0520 FAX: (304) 242-7261**

**REQUEST FOR QUOTATION**  
**Keller Hall Renovation Project at the**  
**West Virginia Schools for the Deaf and the Blind**

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9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**11. MISCELLANEOUS:**

- 11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

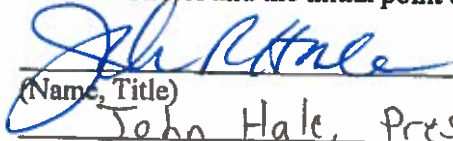
**Contract Manager:** John R. Hale

**Telephone Number:** 304-788-5855


**Fax Number:** 304-788-5692

**Email Address:** john.hale@minfab.us

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
(Name, Title)  
John Hale, President  
(Printed Name and Title)  
PO Box 21 Keyser, WV 26726  
(Address)  
304-788-5855 / 304-788-5692  
(Phone Number) / (Fax Number)  
john.hale@minfab.us  
(email address)

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

Mineral Fabrication + Machine Co., Inc  
(Company)  
  
(Authorized Signature) (Representative Name, Title)  
John Hale, President  
(Printed Name and Title of Authorized Representative)  
12/20/2018  
(Date)  
304-788-5855 / 304-788-5692  
(Phone Number) (Fax Number)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

Name of Contracting Business Entity: Mineral Fabrication + Machine Co, Inc. Address: PO Box 21  
Keyser, WV 26726

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: Keller Hall Renovation Project

Governmental agency awarding contract: WVSDB

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. Subcontractors or other entities performing work or service under the Contract  
 Check here if none, otherwise list entity/individual names below.
- 2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
 Check here if none, otherwise list entity/individual names below.
- 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
 Check here if none, otherwise list entity/individual names below.

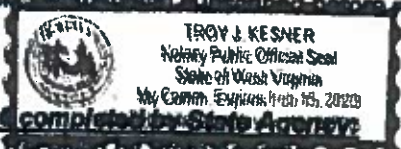
Signature: [Handwritten Signature] Date Signed: 12/20/2018

**Notary Verification**

State of WV, County of Mineral:

I, John Hale, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20th day of December, 2018.



[Handwritten Signature]  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_





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, John 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 Mineral Fabrication + Machine Co., 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: John Hale

Signature: [Handwritten Signature]

Title: President

Company Name: Mineral Fabrication + Machine Co., Inc.

Date: 12/20/2018

Taken, subscribed and sworn to before me this 20<sup>TH</sup> day of December, 2018.

By Commission expires Feb. 15, 2023

(Seal)



[Handwritten Signature]  
(Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 6-22-1(f), 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 §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 § 23-20-2, 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 §81-6-3) 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: Mineral Fabrication & Machine Co., Inc

Authorized Signature: [Signature] Date: 12/20/2018

State of WV

County of Mineral, to-wit:

Taken, subscribed, and sworn to before me this 20<sup>TH</sup> day of December, 2018.

My Commission expires Feb 15, 2023

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

*Purchasing Affidavit (Revised 01/19/2016)*





State of West Virginia  
 Department of Administration  
 Purchasing Division

## EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
WVSDB		\$102,500	Misc. Steel Package	
WVSDB		242,650	Seaton Hall Emergency Repairs	

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

John Hale

Printed Name

12/20/2018

Date

  
 Signature

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 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.

Mineral Fabrication + Machine Co., Inc.  
Company

  
Authorized Signature

12/20/2018  
Date

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mineral Fabrication & Machine Co., Inc.  
of Keyser, West Virginia, as Principal, and Old Republic Surety Co.  
of Brookfield, Wisconsin, a corporation organized and existing under the laws of the State of Wisconsin with its principal office in the City of Brookfield, as Surety, are held and firmly bound unto the State of West Virginia, as Oblgee, in the penal sum of Five Percent 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 herelo and made a part hereof, to enter into a contract in writing for Renovations to Keller Hall, building, facility maintenance and repair services

**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 Oblgee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 20th day of December, 2018.

Principal Seal

Mineral Fabrication & Machine Co., Inc.

(Name of Principal)

By [Signature]

(Must be President, Vice President, or Duly Authorized Agent)

President

(Title)

Surety Seal

Old Republic Surety Co.

(Name of Surety)

[Signature]  
Attorney-in-Fact  
James A. Weaver

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES A. WEAVER, BEVERLY A. PETRILLI, OF JOHNSTOWN, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29TH day of NOVEMBER, 2018.

  
Assistant Secretary




OLD REPUBLIC SURETY COMPANY  
  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 29TH day of NOVEMBER, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2022

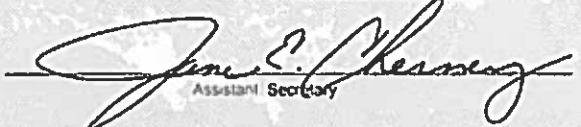
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6480



Signed and sealed at the City of Brookfield, WI this 20th day of December, 2018.

  
Assistant Secretary

SOUTHPOINTE SURETY, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

# BID RESULTS

Name of Contractor: \_\_\_\_\_

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

Date Bid: \_\_\_\_\_

Low bidder (yes or no): \_\_\_\_\_

Your bid amount: \_\_\_\_\_

## Bid Results:

Low Bidder \_\_\_\_\_ Amount \_\_\_\_\_

2<sup>nd</sup> Lowest \_\_\_\_\_ Amount \_\_\_\_\_

3<sup>rd</sup> Lowest \_\_\_\_\_ Amount \_\_\_\_\_

After a bid is opened and results are in, please return this form as soon as possible to:

Southpointe Surety, Inc.  
Attn: Beverly  
Fax (814) 255-7995





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Southpointe Surety, Inc. 1749 Lyter Drive Johnstown, PA 15905		<b>CONTACT NAME:</b> Southpointe Surety, Inc. <b>PHONE (A/C, No, Ext):</b> (814) 255-7261 <b>FAX (A/C, No):</b> (814) 255-7995 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Mineral Fabrication & Machine Co., Inc. P.O. Box 21 356 Waxler Road, Keyser Industrial Park Keyser, WV 26726		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Associated Industries Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Excess and Surplus</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>RLI Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Associated Industries Ins. Co.		INSURER B :	Travelers Excess and Surplus		INSURER C :	RLI Insurance Company		INSURER D :			INSURER E :			INSURER F :		
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**COVERAGES**      **CERTIFICATE NUMBER:** 2018-2019      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AES1031615	09/08/2018	09/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ZUP-71M13034-18-NF	09/08/2018	09/08/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Rented/Leased Equipment Property Insurance		N/A	ILMO705175	10/01/2018	10/01/2019	\$ 750,000 - Blanket Limit See Below

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as additional insured.

### CERTIFICATE HOLDER

### CANCELLATION

West Virginia Schools for the Deaf and Blind  
301 East Main Street

Romney

WV 26757

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2018

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<b>PRODUCER</b> Southpointe Surety Inc 1749 Lyter Dr Johnstown PA 15905		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED</b> Mineral Fabrication & Machine Co Inc U S Erectors, Inc P O Box 21 Keyser WV 26726		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Brickstreet Insurance Co NAIC # 12372 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GFNT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WCB1006618-18	07/12/2018	07/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER <b>BROAD FORM</b> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

OWNERS/OFFICERS/PARTNERS EXCLUDED: MELINDA HALE

A BLANKET WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE HOLDER.

<b>CERTIFICATE HOLDER</b> West Virginia Schools for the Deaf and the Blind 301 East Main Street Romney WV 26757		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV003136

**Classification:**

GENERAL ENGINEERING

MINERAL FABRICATION & MACHINE CO IN  
DBA MINERAL FABRICATION & MACHINE CO IN  
PO BOX 21  
KEYSER, WV 26726-0021

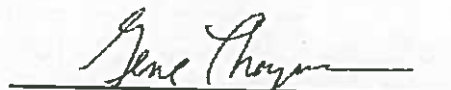
**Date Issued**

**Expiration Date**

AUGUST 30, 2018

AUGUST 30, 2019

  
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.