

Solicitation Response(SR) Dept: 0310 ID: ESR1117200000003670 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/17/2020

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder:

792841

SO Doc Code:

ARFQ

Procurement Type:

Agency Purchase Order

SO Dept:

0310

Vendor ID:

000000200967

SO Doc ID:

DNR2100000023

Legal Name:

MURRAY SHEET METAL CO INC

Published Date:

11/12/20

Alias/DBA:**Close Date:**

11/17/20

Total Bid:

\$517,153.00

Close Time:

13:30

Response Date:

11/17/2020

Status:

Closed

Response Time:

11:04

Solicitation Description:Addendum No.01 - Twin Falls Resort
SP - Lodge Roof Rehab**Responded By User ID:**

AMcCayMSM

Total of Header Attachments:

1

First Name:

Alex

Total of All Attachments:

1

Last Name:

McCay

Email:

alex@murraysheetmeta

Phone:

304-422-5431

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Murray Sheet Metal Co., Inc.
of Parkersburg, WV, as Principal, and Great American Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH 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 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
Roofing System Rehabilitation, Lodge, Twin Falls Resort State Park, Mullens, WV

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.

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 17th day of November, 2020.



Murray Sheet Metal Co., Inc.
(Name of Principal)

By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Vice President, SM
(Title)



Great American Insurance Company
(Name of Surety)

By: [Signature]
Tammy Selbe Attorney-in-Fact

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.

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 **SIX**

No. 0 20767

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
ANDREW K. TEETER	ALL OF	ALL
DOUGLAS P. TAYLOR	CHARLESTON, WEST VIRGINIA	\$100,000,000
JAIME L. CARPENTER		
KIMBERLY L. MILES		
KIMERLY S. BURDETTE		
TAMMY SELBE		

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 **24TH** day of **AUGUST**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Handwritten signature of Assistant Secretary

Assistant Secretary

Handwritten signature of Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this **24TH** day of

AUGUST

, 2020, before me personally appeared MARK VICARIO, 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.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Handwritten signature of Susan A Kohorst

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 **17th** day of **November**, 2020



Handwritten signature of Stephen C. Beraha

Assistant Secretary

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV000006

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
PIPING
PLUMBING
ROOFING

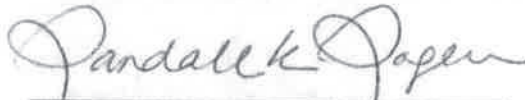
MURRAYS SHEET METAL CO INC
DBA MURRAYS SHEET METAL CO INC
3112 NORTH WESTERN PIKE
PARKERSBURG, WV 26104

Date Issued

Expiration Date

JANUARY 22, 2020

JANUARY 22, 2021



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.



UNITCON-01

CIMGIBSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2020

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

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

PRODUCER: Assured Partners, Inc., 340 MacCorkle Ave. SE, Charleston, WV 25314. CONTACT: Mark Stewart, PHONE: (304) 345-8000, FAX: (304) 345-8014, E-MAIL ADDRESS: lynne.monk@assuredpartners.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Fire Insurance Co. (NAIC # 19682), INSURER B: Travelers Property Casualty Co of America (NAIC # 25674), INSURER C: Twin City Fire Insurance Co. (NAIC # 29459), INSURER D: , INSURER E: , INSURER F: . INSURED: Murray Sheet Metal Company, Inc., 3112 Northwestern Pike, Parkersburg, WV 26104-1105.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY, A AUTOMOBILE LIABILITY, B UMBRELLA LIAB, C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER: Murray Sheet Metal Co., Inc., 3112 Northwestern Pike, Parkersburg, WV 26104. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*23

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 | 11.12.2020 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | | <input type="checkbox"/> | Addendum No. 10 |

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

Murray Sheet Metal Co., Inc.
Company


Authorized Signature

11.17.2020
Date

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Wood, TO-WIT:

I, Alex McCay, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Murray Sheet Metal Co., Inc.; and,
(Company Name)
- 2. I do hereby attest that Murray Sheet Metal 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: Alex McCay

Signature: *Alex McCay*

Title: Estimator / Project Manager

Company Name: Murray Sheet Metal Co., Inc.

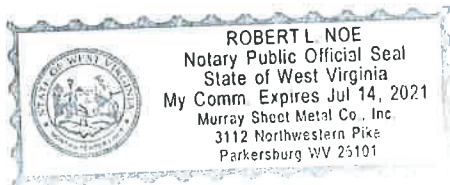
Date: 11.17.2020

Taken, subscribed and sworn to before me this 17th day of November, 2020.

By Commission expires July 14, 2021

(Seal)

Robert L. Noe
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §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: (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: Murray Sheet Metal Co., Inc.

Authorized Signature: [Signature] Date: 11.17.2020

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 17th day of November, 2020.

My Commission expires July 14, 2021.



NOTARY PUBLIC [Signature]

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Murray Sheet Metal Co., Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

EXHIBIT A – PRICING PAGE

Twin Falls resort State Park

Roof Replacement

Name of Vendor:

Murray Sheet Metal Co., Inc.

Address of Vendor:

3112 Northwestern Pike
Parkersburg, WV 26104

Phone Number of Vendor:

304-422-5431

WV Contractors License No.

WV-000006

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of all the work described in Section 01 1000 Summary and contained in the Construction Documents.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

\$517,153.00

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

Five-hundred seventeen thousand,
one hundred fifty three dollars and
zero cents.