

**FAIRFAX, INC.**

136 County Road 3  
P.O. Box 400  
Chesapeake, Ohio 45619-0400

Phone Number: 740.867.2727  
Fax Number: 740.867.2727

Email [fairfaxinc@aol.com](mailto:fairfaxinc@aol.com)

**FAX TRANSMITTAL**

**To: PURCHASING DIVISION**  
Company: State of West Virginia  
Phone: No.: 304-558-2306  
Fax No.: 304-558-3970

**From: Doak Russell**  
Date: 05-15-2007  
No. of Pages w/ Cover: 8  
Hard Copy to Follow: No

If you do not receive all pages, please contact our office at the telephone number listed

**Message:**

RECEIVED  
2007 MAY 15 P 12: 55  
PURCHASING DIVISION  
STATE OF WV

The information contained in this facsimile message is intended for the use of the individual or entry named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by the telephone and return the original message to us at the above address. Thank you.



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

### Request for Quotation

RFQ NUMBER  
**LBS70430**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Fairfax, Inc.  
 P.O. Box 400  
 Chesapeake, OH 45619

**HEALTH AND HUMAN RESOURCES**  
**BPH - LABORATORY SERVICES**

**167-ELEVENTH AVENUE**  
**SOUTH CHARLESTON, WV**  
**25303 304-558-3530**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/09/2007				
BID OPENING DATE: 05/15/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		910-66		\$237,800 <sup>00</sup>
<p>*****            BID BOND REQUIRED WITH BID SUBMISSION.            *****            MANDATORY PRE-BID ON APRIL 23, 2007 @ 10:00 AM IN THE            BUSINESS OFFICE OF:            OFFICE OF LABORATORY SERVICES            167 11TH AVENUE            SOUTH CHARLESTON, WV 25303            *****</p> <p>VENDOR TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING BALLASTED ROOFING SYSTEM (APPROXIMATELY 32,600 SQ FT) WITH A FULLY ADHERED MEMBRANE ROOFING SYSTEM AT THE OFFICE OF LABORATORY SERVICES LOCATED AT 167 11TH AVENUE, SOUTH CHARLESTON, WV 25303.</p> <p>SPECIFICATIONS ARE ATTACHED.</p> <p>MANDATORY VENDOR PREBID MEETING SHALL BE HELD AT 10:00AM ON APRIL 23, 2007 IN THE BUSINESS OFFICE OF THE FACILITY. ALL BIDDERS MUST BE PRESENT AT THIS MEETING</p>						
<p>INSTALLATION OF NEW ROOF</p>						

SIGNATURE: *R. Doak Russell* Doak Russell TELEPHONE: 740-867-2727 DATE: May 15, 2007

TITLE: President FEN: 55-0672983 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

BID NUMBER  
**LBS70430**

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**7**

ADDRESS OR CORRESPONDENCE (FOR VENDOR)  
**ROBERTA WAGNER  
 304-558-0067**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Fairfax, Inc.  
 P.O. Box 400  
 Chesapeake, OH 45619

**HEALTH AND HUMAN RESOURCES  
 BPH - LABORATORY SERVICES**

**167-ELEVENTH AVENUE  
 SOUTH CHARLESTON, WV  
 25303 304-558-3530**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/09/2007				
BID OPENING DATE: 05/15/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM ACKNOWLEDGEMENT</b>						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		April 26, 2007				
NO. 2		.....				
NO. 3		.....				
NO. 4		.....				
NO. 5		.....				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
<i>R. Doak Russell</i>				SIGNATURE		
Fairfax, Inc.				COMPANY		
May 15, 2007				DATE		
REV. 11/96				740-867-2727 FAX NUMBER		
<b>CONTRACTORS LICENSE</b>						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS						

SIGNATURE		TELEPHONE		DATE	
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

### Request for Quotation

RFQ NUMBER
LBS70430

PAGE
8

ADDRESS FOR CORRESPONDENCE TO ASSISTANT
ROBERTA WAGNER 304-558-0067

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Fairfax, Inc.  
 P.O. Box 400  
 Chesapeake, OH 45619

HEALTH AND HUMAN RESOURCES  
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE  
 SOUTH CHARLESTON, WV  
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	STP/VA	FOB	FREIGHT TERMS
04/09/2007				

BID OPENING DATE: 05/15/2007	BID OPENING TIME 01:30PM
------------------------------	--------------------------

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... FAIRFAX, INC. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV008334 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ No. LBS70430

017

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: FAIRFAX, INC.

Authorized Signature: R. Doak Russell Date: May 15, 2007

No Debt Affidavit (Revised 10/13/06) R. Doak Russell

BID BOND

BOND #261037-01

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED FAIRFAX, INC.  
P O BOX 400, CHESAPEAKE, OH 45619 AS PRINCIPAL, AND  
AMERICAN CONTRACTORS INDEMNITY COMPANY AS SURETY, ARE HEREBY HELD AND  
 FIRMLY BOUND UNTO STATE OF WEST VIRGINIA AS OWNER IN THE  
 PENAL SUM OF FIFTEEN THOUSAND & 00/100 FOR THE PAYMENT OF WHICH, WELL AND  
 TRULY TO BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, SUCCESSORS AND  
 ASSIGNS,

SIGNED, THIS 15TH DAY OF MAY, 2007

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS  
 SUBMITTED TO STATE OF WEST VIRGINIA A CERTAIN BID, ATTACHED  
 HERETO AND HEREBY MADE A PART HEREOF TO ENTER INTO A CONTRACT IN WRITING, FOR THE  
ROOFING THE HEALTH & HUMAN RESOURCES BUILDING FOR BPH-LABORATORY SERVICES,  
167 ELEVENTH AVENUE, SOUTH CHARLESTON, WV 25303

The language of the contract notwithstanding, it is understood and agreed that surety  
~~has no warranty responsibility beyond two (2) years from completion of the work by the~~  
 principal on this bond.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the principal shall execute and deliver  
 a contract in the form of contract attached hereto (properly completed in  
 accordance with said Bid) and shall furnish a bond for his faithful  
 performance of said contract, and for the payment of all persons performing  
 labor or furnishing materials in connection therewith, and shall in all  
 other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and  
 effect: It being expressly understood and agreed that the liability of the surety  
 for any and all claims hereunder shall, in no event, exceed the penal amount of this  
 obligation as herein stated.

THE SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES THAT THE OBLIGATIONS OF SAID SURETY AND ITS BOND SHALL BE IN NO WAY IMPAIRED OR AFFECTED BY ANY EXTENSION OF THE TIME WITHIN WHICH THE OWNER MAY ACCEPT SUCH BID; AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

IN WITNESS WHEREOF, THE PRINCIPAL AND THE SURETY HAVE HEREBY SET THEIR HANDS AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEALS TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR PROPER OFFICERS. THE DAY AND YEAR FIRST SET FORTH ABOVE.

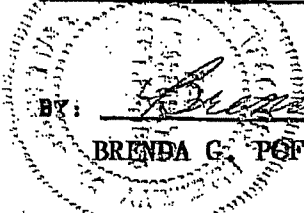
*[Handwritten Signature]*

FAIRFAX, INC. (L.S.)

PRINCIPAL  
R. DOAK RUSSELL, PRESIDENT

AMERICAN CONTRACTORS INDEMNITY COMPANY

SURETY



BY: *[Handwritten Signature]*  
BRENDA G. POFF, ATTORNEY-IN-FACT

**IMPORTANT** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# American Contractors Indemnity Company

9541 Airport Blvd., 9th Floor, Los Angeles, California 90045



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

The American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint

**Charles W. Manning or Brenda C. Poffa, Huntington, West Virginia**

its true and lawful attorneys-in-fact with full authority to execute, file, acknowledge, ratify, recognize and other contracts and writings of every kind in the nature of deed issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 1,000,000.00. This Power of Attorney shall expire without further action on June 30, 2009.

This Power of Attorney is granted and is signed and sealed by the undersigned and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1999.

*RESOLVED* That each of the undersigned, President, Secretary, Assistant Secretary, Treasurer, and Corporate Secretary, do hereby certify that the following is a true and correct copy of the resolution of the Board of Directors of American Contractors Indemnity Company:

*Resolved* That the undersigned do hereby certify that the undersigned, **Charles W. Manning or Brenda C. Poffa, Huntington, West Virginia**, is a true and lawful attorney-in-fact of American Contractors Indemnity Company.

*Resolved* That the undersigned do hereby certify that the undersigned, **Charles W. Manning or Brenda C. Poffa, Huntington, West Virginia**, is a true and lawful attorney-in-fact of American Contractors Indemnity Company.

*RESOLVED FURTHER* that the undersigned do hereby certify that the seal of the Company may be affixed to any such Power of Attorney, and that the undersigned do hereby certify that the undersigned, **Charles W. Manning or Brenda C. Poffa, Huntington, West Virginia**, is a true and lawful attorney-in-fact of American Contractors Indemnity Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused to be affixed hereto and executed by its Executive Vice President on the 9th day of January, 2007.



AMERICAN CONTRACTORS INDEMNITY COMPANY

*Adam S. Pessini*

Adam S. Pessini, Executive Vice President

*Steve Fedunak*

On this 9th day of January, 2007, being the day that **Steve Fedunak**, an attorney-at-law, personally appeared **Adam S. Pessini**, Executive Vice President of American Contractors Indemnity Company, personally known to me for purposes of the basis of satisfactory evidence to be the person's whose name is subscribed to the within instrument and acknowledged to me that he and he executed the same in his official capacity as such, and that by his/her/his signature on the instrument as person(s) on the party upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal this 9th day of January, 2007.



Notary Public  
My Commission Expires June 29, 2009

**Shirley J. Kim**, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transactions thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 15TH day of MAY, 2007.

Bond No. 261037-01

Agency No. 9131

*Shirley J. Kim*  
Shirley J. Kim, Corporate Secretary