



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

VENDOR

*709045810 304-755-8135
 TRI STATE ROOFING & SHEET META
 PO BOX 1231

 CHARLESTON WV 25324

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	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
0001	1	EA		910-66		\$204,075.00
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-755-8135	05/15/2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VICE PRESIDENT	55-0591156	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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<p>IN ORDER TO BE CONSIDERED FOR AWARD.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON APRIL 25, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>EXHIBIT 5</p>						

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE APPROVAL OF THE SHOP DRAWINGS WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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COVERAGE REQUIRED IS \$250,000. () BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. (XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF						

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<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

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<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p>						

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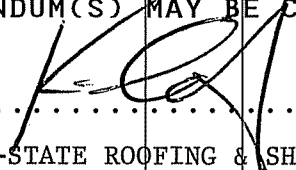
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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		.. XX ..				
NO. 2		..				
NO. 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.						
					SIGNATURE	
TRI-STATE ROOFING & SHEET METAL COMPANY					COMPANY	
05/15/2007					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS						

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<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: TRI-STATE ROOFING & SHEET METAL COMPANY...</p> <p>CONTRACTORS LICENSE NO.: WV000104.....</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 style="text-align: center;">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>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>REQ. NO.:-----LBS70430-----</p> <p>BID OPENING DATE:-----MAY 15, 2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----304-755-5275-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</p>						

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04/09/2007				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONCERNING THIS QUOTE: KENNETH J. LINDSAY -----						
***** THIS IS THE END OF RFQ LBS70430 ***** TOTAL:						\$204,075.00

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'

REQUEST FOR QUOTATION 011**I. GENERAL INFORMATION:**

- 1.1 Request for Quotation 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 State Laboratory located at 167 11th Avenue South Charleston, WV 25307
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein this document are mandatory requirements.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, 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 propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for April 23, 2007 at 10:00 AM in the Business Office at the State Lab. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the slated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the effectiveness of the system or the product manufacturer's warranty is not compromised.
- 3.2 Contractor shall not remove any more of the existing roofing than can be recovered by the new roof product by the end of each day's work. Any water damage occurring to the structure during the work shall be repaired at the

- contractor's expense. 012
- 3.3 Contractor shall remove and legally dispose of all ballasts.
 - 3.4 Contractor shall completely remove and legally dispose of existing rubber membrane and underlying insulation and associated materials down to concrete decking.
 - 3.5 Contractor shall install 2 inch minimum ISO insulation on concrete decking tapered as necessary for drainage.
 - 3.6 Contractor shall furnish and install .060 inch thickness (minimum) Firestone (or equal) membrane roofing system complete with all flashing and accessories.
 - 3.7 Contractor shall furnish and replace all coping with matching prefinished .040 inch thickness minimum aluminum.
 - 3.8 Contractor shall furnish and install walk pads around all serviceable roof top equipment.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the

existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the Project Manager for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Project Manager shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The single membrane roofing system and insulation shall have a fifteen (15) year non-prorated manufacturer's warranty on materials and labor certified by the manufacturer. Warranty shall cover all labor and materials to correct leaks and defects encountered during the warranty period and shall take effect on the date of final completion.
- 8.3 Bid and Performance Bonds: Vendor is required to submit a Bid Bond in the amount of 5% of the amount bid. The Bid Bond must be submitted with the vendor's bid. The State will accept in lieu of a formal bid bond a certified check, cashiers check, or irrevocable letter of credit. All checks must be made payable to the State of West Virginia Purchasing Division. Failure to provide a bid bond will result in disqualification of the bid.

The successful vendor will be required to furnish a Performance and Labor & Material Bond in the amount of 100% of the vendor bid submitted. A performance bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division. A certified check or cashiers check made payable to the State of West Virginia may be accepted in lieu of the policy or certificate issued by the surety company. A Performance Bond is not required until requested by the Purchasing Division.

If the vendor defaults in the performance of a purchase order, the Performance Bond is forfeited to the State.

9. PERMITS:

The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **KANAWHA COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website: <http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

- 12.1 The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments will be made on the basis of 50% and 100% of work completed. Vendor and the Owner's representative are to agree upon the percentage of completion. (Note: Delivery of materials to the job site but not installed – do not constitute a percentage of completion of work.) There shall be a 10% retainage of the payment until the 100% acceptance of the installation.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

All work shall be complete within 90 calendar days from the approval of the shop drawings. The State Agency will issue a notice-to-proceed letter to document approval of the vendor's shop drawings and the beginning of the term of work.

14. DELAYS AND EXTENSION OF TIME:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidder shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidder shall provide a copy of a valid WV Contractor's License as issued by the WV Department of Labor.
- 18.3 Bidder shall provide a bid bond in the amount specified with the bid.
- 18.4 Bidder shall provide a copy of the roofing material manufacturer's certification that the roofing material and installation will comply with and will receive a certificate for 15 year non-prorated life of the roofing system. (See Section 8-Warrantee)

Kalkreuth Roofing and Sheet Metal *709053248
200 7th Street
Glen Dale, WV 26038
304.843.5300

Tri-State Roofing & Sheet Metal Company *709045810
P.O. Box 1321
Charleston, WV 25325
304.755.8135

Mansuetto Roofing
N. 2nd & Wood Street
Martins Ferry, OH 43935
740.633.7320

Jeff Ray Roofing & Sheet Metal *B14084642
P O Box 58094
Charleston, WV 25358

Harris Brothers Roofing *709035846
1518 Hansford St
Charleston, WV 25311

Boggs Roofing *709060825
320 15th Street, West
Huntington, WV 25704

A F F I D A V I T**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:

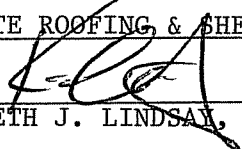
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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 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: TRI-STATE ROOFING & SHEET METAL COMPANY

Authorized Signature:  Date: 05/15/2007
KENNETH J. LINDSAY, VICE PRESIDENT

BID BOND

018

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT –Corporate seals must be affixed and a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)

RFQ/RFP# _____ (B)

MS

Bid Bond

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

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

Title

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Corporate seals must be affixed and a power of attorney
must be attached.



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**

VENDOR

*709045810 304-755-8135
 TRI STATE ROOFING & SHEET META
 PO BOX 1231

 CHARLESTON WV 25324

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

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

DATE PRINTED 04/26/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/15/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS FROM MANDATORY PRE-BID MEETING ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
NO OTHER CHANGES						
0001	1	EA		910-66		
INSTALLATION OF NEW ROOF						
***** THIS IS THE END OF RFQ LBS70430 ***** TOTAL:						\$204,075.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-755-8135	DATE 05/15/2007
TITLE VICE PRESIDENT	FEIN 55-0591156	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM 1**LBS70430**

Section 1.1 Currently states: Request for Quotation 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 State Laboratory located at 167 11th Avenue, South Charleston, WV 25307.

Section 1.1 Now reads: Request for Quotation to provide all labor, materials, equipment and anything incidental to replace the existing ballasted roofing system (approximately 25,000 sq. ft. and shall be field verified by contractor) with a fully adhered membrane roofing system at the State Laboratory located at 167 11th Avenue, South Charleston, WV 25307.

Section 3.5 Currently states: Contractor shall install 2 inch minimum ISO insulation on concrete decking tapered as necessary for drainage.

Section 3.5 Now reads: Contractor shall install 1/8" sloped tapered ISO insulation with a minimum R-value of 12.1 as necessary for drainage.

Section 3.7 Currently states: Contractor shall furnish and replace all coping with matching prefinished .040 inch thickness minimum aluminum.

Section 3.7 Now reads: Contractor shall furnish and replace all coping with matching .040 inch thickness minimum aluminum.

Additional questions:

Reference question #1:

The specification calls for 2" polyisocyanurate insulation tapered as necessary. Can this be revised to state the average R-value of the tapered insulation system? I would recommend 1/8" slope tapered polyisocyanurate insulation with an average R- value of 12.1.

Answer: Yes see Section 3.5

Reference question #2:

As a complete tapered insulation system is required, the height of all the rooftop gas lines will need to be adjusted. This work should be done by a mechanical or plumbing contractor prior to re-roofing.

Answer: This is no longer an issue. See Section 3.5

Reference question #3:

The specification calls for .040 pre-finished aluminum coping to match existing. The existing coping is not prefinished but is .040.

Answer: Yes see Section 3.7

Reference question #4:

One roof drain is capped. The drain will be necessary to properly drain the roof. Can this be addressed by a plumber prior to roofing?

Answer: The capped roof drain will be opened by the Owner.

Reference question #5:

The roof deck of the primary roof is concrete. Securement of the insulation over the concrete deck can be achieved by two means. The first is by mechanically fastening the insulation. This will require pre drilling. This method will be noisy. The second method is by fully adhering the insulation to the concrete decking with insulation adhesive or asphalt. As fumes are created by asphalt. We recommend adhering the insulation with a non-asphaltic insulation adhesive.

Answer: The Contractor shall adhere the insulation to concrete decking using a non-asphaltic insulation adhesive.

Follow up question from Boggs Roofing:

Section 1.1 Currently states: Request for Quotation 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 State Laboratory located at 167 11th Avenue, South Charleston, WV 25307.

Answer: The square footage was estimated at 32,600 sq. ft. The project is approximately 25,000 sq. ft. and shall be field verified by the contractor for actual dimensions.

Questions from Prebid for RFQ LBS 70430

Ms. Wagner, During today's pre-bid meeting at the BPH Laboratory (LBS70430), several questions arose from several roofing contractors. I offered to write them down and forward them to you for clarification. 1) The specification calls for 2" polyisocyanurate insulation (tapered as necessary). Can this be revised to state the slope and average R-value of the tapered insulation system. For example, I would recommend 1/8" slope tapered polyisocyanurate insulation with an average R-value of 12.1. This average R-value is the same R-value one (1) layer of 2" polyisocyanurate. 2) As a complete tapered insulation system is required, the height of all the rooftop gas lines will need to be adjusted. This work should be done by a mechanical or plumbing contractor prior to re-roofing. Can this be addressed in an addendum? 3) The specification calls for .040 pre-finished aluminum coping to match existing. The existing coping is not pre-finished, but is .040 mil-finished aluminum. 4) One (1) roof drain is capped. This drain will be necessary to properly drain the roof. We are assuming it is capped because the drain line is either clogged or broken. Can this be addressed by a plumber prior to roofing? 5) The roof deck of the primary roof section is concrete. Securement of insulation over the concrete roof deck can be achieved by two (2) means. The first is by mechanically fastening the insulation. This will require pre-drilling for all fasteners. This will be quite noisy and may be a distraction to those working inside. The second method is by fully adhering the insulation to the concrete roof deck with insulation adhesive or asphalt. As fumes created by asphalt are, by many, considered unpleasant, we recommend adhering the insulation with a non-asphaltic insulation adhesive. If you have any regarding the above, please contact me at (304) 429-4233. Sincerely, Shane AbshireBoggs Roofing, Inc. P. O. Box 7455 Huntington, WV 25776-7455 P: 304-429-4233 F: 304-429-2811

Ms. Wagner, The roof sections we were told to measure today total approximately 23,350 sq. ft. The RFQ states there is approximately 32,600 sq. ft. Could a rough sketch showing the outline of the building section in which we are to roof be provided? I want to make sure we pickup any additional areas if necessary.

PURCHASING CONTINUATION SHEET

Buyer: RW #22	Page: 5	Req. or P.O. No.: LBS70430
Spending Unit:		

Vendor:

Requisition No.: LBS70430

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 XX
- 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 bids.



 Signature

TRI-STATE ROOFING & SHEET METAL CO.
 Company

05/15/2007
 Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri State Roofing & Sheet Metal Company
of Charleston, WV, as Principal, and Travelers Casualty and Surety Company
of America of Hartford, CT, a corporation organized and existing under the laws of the State of _____
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, 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
RFQ #LBS70430

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
15th day of May, 2007.

Principal Corporate Seal

Tri State Roofing & Sheet Metal Company
(Name of Principal)

By [Signature]
(Must be President or
Vice President)

Timothy F. Dorsch, President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By: [Signature]
Gregory T. Gordon, WV Resident Agent / Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218567

Certificate No. 001584900

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moye, Patricia A. Fincke, Larry D. Kerr, Allan L. McVey, Tammy M. Lloyd, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of April, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

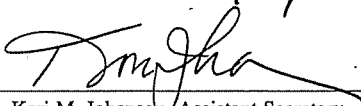
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2007.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.