



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
WSH70314

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Specialty Groups, Inc.
 PO Box 96
 Bridgeport, WV 26330-0096

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV 26452
 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/24/2007				

BID OPENING DATE: 02/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	Udp	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	968-61			
<p>***** BID BOND REQUIRED WITH BID *****</p> <p>MANDATORY PRE-BID ON 2/8/2007 @ 11:00 AM. *****</p> <p>CONTRACT TO UPGRADE AND PAINT WATER TOWER</p> <p>CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT NECESSARY TO UPGRADE AND PAINT A 250,000 GALLON WATER SPHEROID TOWER LOCATED AT WILLIAM R SHARPE JR HOSPITAL, 936 SHARPE HOSPITAL ROAD, WESTON, WV 26452 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PREBID CONFERENCE: THERE WILL BE A MANDATORY VENDOR PREBID CONFERENCE TO RECEIVE AND RESPOND TO VENDOR QUESTIONS. THE CONFERENCE WILL BE: DATE: FEBRUARY 8, 2007 TIME: 11:00 AM LOCATION: BUSINESS OFFICE WILLIAM R SHARPE JR. HOSPITAL 935 SHARPE HOSPITAL ROAD</p> <p>ALL VENDORS MUST ATTEND THE PREBID CONFERENCE IN ORDER TO BE CONSIDERED FOR AWARD. ONE PERSON CAN ONLY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(304) 623-3844	2-20-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Assoc. Secy	550-61-4471	

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



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VENDOR

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SUB

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
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 WESTON, WV 26452 304-269-1210

DATE PRINTED: 01/24/2007	TERMS OF SALE:	SHIP VIA:	FOB:	FREIGHT TERMS:
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BID OPENING DATE: 02/27/2007	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 X</p> <p>NO. 2</p>						

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**Specialty Groups, Inc.
PO Box 96
Bridgeport, WV 26330-0096**

**HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL
936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 304-269-1210**

DATE PRINTED: 01/24/2007	TERMS OF SALE:	SHIP VIA:	FOB:	FREIGHT TERMS:
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BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p><i>Specialty Groups, Inc.</i>.....COMPANY</p> <p>.....2-20-07.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 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>						

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HEALTH AND HUMAN RESOURCES
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DATE PRINTED: 01/24/2007	TERMS OF SALE:	SHIP VIA:	F.O.B.:	FREIGHT TERMS:
BID OPENING DATE: 02/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>Specialty Groups, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 005768</i></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 RULE 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>(304) 673-3844</i>	DATE <i>2-20-07</i>
TITLE <i>Assoc. Sec.</i>	FAX <i>550-61-4471</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

WSH70314 Upgrade of Water Tower

020

Pricing for this project is ~~Two hundred & Six Thousand, Five hundred & Sixteen~~ \$ 206,916 ⁰⁰

- 18.2 Bidder shall submit full materials warranty, and labor warranty information, prior to bid award.
- 18.3 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.4 Bidder shall provide documentation of having repainted five (5) potable water storage tanks within the last 36 months- prior to this bid. (See next page for listing.)

WSH70314 Upgrade of Water Tower

Listing of Five Potable Water Storage Tanks Painted by the Vendor
within the last 36 months

021

1st Location	Project Name: City of Martins Ferry- Reservoir Tank
	Location: Martins Ferry, Ohio
	Address: 400 North 1st st. Martins Ferry, Ohio 43935
	Name: City of Martins Ferry
	Owners Contact: Stanley Minder
	Owners Phone Number: (740) 633-1378
	Clean and paint the interior and exterior of a 1 million gallon water tank
Date Completed:	7/30/2008
2nd Location	Project Name: City of Martins Ferry- Grandview Tank
	Location: Martins Ferry, Ohio
	Address: 400 North 1st st. Martins Ferry, Ohio 43935
	Name: City of Martins Ferry
	Owners Contact: Stanley Minder
	Owners Phone Number: (740) 633-1378
	Clean and paint the interior and exterior of a 750,000 gallon water tank
Date Completed:	9-30-06 - Reservoir Tank
3rd Location	Project Name: City of Martins Ferry- Heil Tank
	Location: Martins Ferry, Ohio
	Address: 400 North 1st st. Martins Ferry, Ohio 43935
	Name: City of Martins Ferry
	Owners Contact: Stanley Minder
	Owners Phone Number: (740) 633-1378
	Clean and paint the interior and exterior of a 750,000 gallon water tank
Date Completed:	7-30-06 - Reservoir Tank
4th Location	Project Name: Dominion Transmission, Inc.- Galmish Water Tank
	Location: Pine Grove, WV
	Address: P.O. Box 370 Pine Grove, WV 26419
	Name: Dominion Transmission, Inc.
	Owners Contact: Ray Seech, Project Engineer
	Owners Phone Number: (304) 889-3839
	Clean and paint the exterior of a 250,000 gallon water tank
Date Completed:	10-30-06 - Reservoir Tank
5th Location	Project Name: City of Bridgeport
	Location: Bridgeport, WV
	Address: 515 West Main St. Bridgeport, WV 26330
	Name: City of Bridgeport
	Owners Contact: Randy Spellman
	Owners Phone Number: 842-8200
Date Completed:	2004

RFQ No. WSH70314**A F F I D A V I T**

022

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: Specialty Groups, Inc

Authorized Signature: [Signature] Date: 2-20-07

Agency _____
REQ.P.O# WSH70314

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Specialty Groups, Inc.
of Bridgeport, WV, as Principal, and United States Surety
Company of Timonium, MD, a corporation organized and existing under the laws of the State of MD
with its principal office in the City of Timonium, 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: WSH70314 William R. Sharpe Jr. Hospital - Upgrade and Paint Water Tower - According to Plans and
Specifications

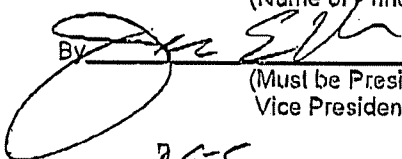
NOW THEREFORE,

- (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.

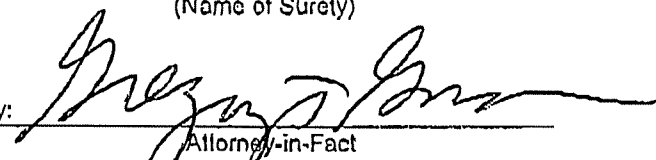
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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
27th day of February, 2007.

Principal Corporate Seal

Specialty Groups, Inc.
(Name of Principal)
By: 
(Must be President or Vice President)
Pres
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)
By: 
Attorney-in-Fact
Gregory T. Gordon, WV Resident Agent

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.

UNITED STATES SURETY COMPANY

Power of Attorney Number

46579

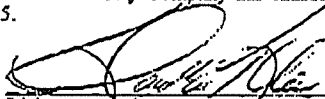
KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Tammy M. Lloyd

of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

No single bond shall obligate the Company in excess of the sum of Three Million Dollars (\$3,000,000).

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29th day of July, 1996.

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 19th day of July, 2005.


Richard E. Klein, President

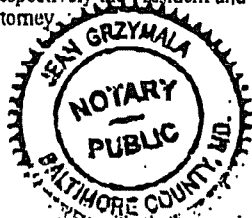

Carol T. Nevin, Assistant Secretary



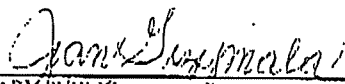
STATE OF MARYLAND
BALTIMORE COUNTY

SS:

On this 19th day of July, A. D. 2005, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the foregoing Power of Attorney.



(Signed)


NOTARY PUBLIC
My Commission expires the 1st day in December, 2008.

RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, 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 of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29th day of July, 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 27th day of February, 2007.




Carol T. Nevin, Assistant Secretary

WV-96
Rev 5/94

AGREEMENT ADDENDUM

025

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3 **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State or governing law
- 4 **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears
- 6 **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7 **RECOURSEMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted
- 8 **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default
- 9 **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted
- 10 **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted
- 11 **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void
- 12 **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property
- 14 **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15 **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted
- 18 **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted
- 20 **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Specialty Groups, Inc.

Signed: [Signature]

Title: Assistant Secretary

Date: 2-20-07

WV-360 STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

Buyer: <u> </u>	Page <u>004</u>	Req. or P.O. No.: <u>WSH70314</u>
Spending Unit: <u> </u>		

Vendor:

Specialty Groups, Inc.

PO Box 96

Bridgeport, WV 26330-0096

Requisition No.: WSH70314

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 X

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.

[Handwritten Signature]
Signature

Specialty Groups, Inc
Company

2-20-07
Date