



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
DEFK8021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD

KINGWOOD, WV 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				
BID OPENING DATE: 09/06/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, CONSTRUCTION AND FACILITIES, MOUNTAINEER CHALLENGE ACADEMY, CAMP DAWSON, KINGWOOD, WV, TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A NEW BUILDING.</p> <p>MANDATORY ON-SITE PRE-BID: CAMP DAWSON 240 ARMORY ROAD KINGWOOD, WV 26537</p> <p>DATE: 8/9/2007; 10:00 AM</p> <p>PLANS & SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: CHARLESTON BLUEPRINT 1203 VIRGINIA STREET, EAST CHARLESTON, WV 25301 (304) 343-1063 (304) 343-1095 FAX</p>						
0001	1	LS	968-42	GENERAL CONSTRUCTION		\$13,376,890. ⁰⁰
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEIN 55-0487627	ADDRESS CHANGES TO BE NOTED ABOVE

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
Charleston, WV 25305-0130



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
DEFK8021

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD

KINGWOOD, WV
 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 PRESTON 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><input checked="" type="checkbox"/> 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 COVERAGE REQUIRED IS \$250,000.</p> <p><input type="checkbox"/> 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Med Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FBN 55-0487627	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
DEFK8021

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEIN 55-0487627	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
DEFK8021

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

PROPERTY

RFQ COPY
TYPE NAME/ADDRESS HERE
 City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

SHIP TO

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: 09/06/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FERN 55-0487627	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
DEFK8021

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Fred Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEIN 55-0487627	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
DEFK8021

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1		7/24/07				
NO. 2		8/17/07				
NO. 3		8/26/07				
NO. 4		8/28/07				
NO. 5		8/31/07				
NO. 6		9/5/07				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
<i>Paul Henderson</i>				SIGNATURE		
City Window Company, Inc.				COMPANY		
September 13, 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 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEIN 55-0487627	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
DEFK8021

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

RFQ COPY

DIV. ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: .City Window Company, Inc.....</p> <p>CONTRACTORS LICENSE NO.: ..WV001801.....</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 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEDIN 55-0487627	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
DEFK8021

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD

KINGWOOD, WV
26537 **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: JOHN ABBOTT-----						
REQ. NO.: DEFK8021-----						
BID OPENING DATE: 9/6/2007-----						
BID OPENING TIME: 1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-523-5179 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Bud Henderson -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bud Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FON 55-0487627	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
DEFK8021

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE
 City Window Company, Inc.
 Rt. 2 Box 285
 Clarksburg, WV 26301

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD
 KINGWOOD, WV
 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK8021 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE 304-623-2573	DATE 9/13/07
TITLE President	FEIN 55-0487627	ADDRESS CHANGES TO BE NOTED ABOVE

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

SECTION I - BASE BID AND ALTERNATES

Dated: September 13, 2007
(Bidder to insert date bid submitted)

SUBMITTED BY:

City Window Company, Inc (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001801

For: Mountaineer Challenge Academy
Camp Dawson
KINGWOOD, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of Kingwood Readiness Center, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: Thirteen million three hundred seventy six thousand
eight hundred ninety dollars (\$13,376,890.00)

(The Base Bid is the summation of items as specified in Section II of the Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Bid #1: Gravel Service Road Extension - This work shall include all work delineated on the Plans as "Alternate #1" and their reference details across all disciplines in accordance with the Contract Documents. This work consists of, but is not limited to, coordination, sediment and erosion control, site preparation, earthwork, drainage, and gravel paving for approximately 1,150 linear feet of new road.

ADD the sum of: Two hundred thirty four thousand two hundred twenty

one dollars and eighty cents (\$ 234,221.80).

Alternate Bid #2: Terrazzo Tile in lobby and corridors – Substitute pigmented floor finish in the areas delineated on the room finish plan (A701) with 16x16 Terrazzo tile WT2-756 by Wausau Tile Inc. or equal. Depress floor slab as required to compensate for the tile thickness.

ADD the sum of: One hundred forty thousand one hundred eighty four dollars
(\$ 140,184.00).

Alternate Bid #3: Courtyard Shelter - This work shall consist of furnishing and installing courtyard shelter and its associated lighting package, according to plans and specification. The work includes but not limited to foundation, steel framing and roofing.

ADD the sum of: One hundred fifty seven thousand three hundred fifty
seven dollars and eight cents (\$ 157,357.08).

Alternate Bid #4: Trees - This work shall consist of furnishing and installing trees in the courtyard and along the street, in compliance with plans and specifications.

ADD the sum of: Eleven thousand seven hundred forty five dollars
(\$ 11,745.00).

Alternate Bid #5: Street Lighting - This work shall consist of furnishing and installing street lighting in accordance with the Plans and Specifications.

ADD the sum of: Forty three thousand seven hundred eighteen dollars
and 40 cents (\$ 43,718.40).

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than **680 calendar days** from Notice to Proceed. Total liquidated damages are \$1,500.00 for each day of delay for work not completed after contract completion date, plus a one time fixed cost of \$2,500.00 for Staff Judge Advocate Review and contract modification.


For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

<u>Addendum# 1</u>	<u>Date 7/24/07</u>	<u>Addendum# 5</u>	<u>Date 8/31/07</u>
<u>Addendum# 2</u>	<u>Date 8/17/07</u>	<u>Addendum# 6</u>	<u>Date 9/5/07</u>
<u>Addendum# 3</u>	<u>Date 8/26/07</u>		
<u>Addendum# 4</u>	<u>Date 8/28/07</u>		

SIGNATURE OF BIDDER:

Firm: City Window Company, Inc. By: 
Bud Henderson

Address: Rt. 2 Box 285 Title: President

Address: Clarksburg, WV 26301 Phone: 304-623-2573

Address: _____ Fax: 304-623-5179

Tax Cert#: 55-0487627

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

The Engineer shall be notified if the Bidder's takeoff varies significantly from the Engineer's estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
PRIMARY FACILITY BASE BID					
1	Primary Facility	1	LS	11,943,425.00	11,943,425.00
PRIMARY FACILITY BASE BID TOTAL					11,943,425.00

CIVIL/SITE BASE BID

1	Sediment and Erosion Control	1	LS	21,600.00	21,600.00
2	Site Preparation	1	LS	53,676.00	53,676.00
3	Unclassified Excavation	11,000	CY	8.64	95,040.00
4	Fill	13,000	CY	17.28	224,640.00
5	Soil Conditioning	4,000	SY	15.12	60,480.00
6	Over-Excavation	2,000	SY	4.32	8,640.00
7	Subsurface Drains	2,000	LF	32.40	64,800.00
8	Revegetation	1	LS	24,872.40	24,872.40
9	Concrete Pavement	1,000	SY	84.24	84,240.00
10	Wearing Course	175	TN	109.08	19,089.00
11	Base Course	700	TN	74.52	52,164.00
12	Free Draining Base	350	TN	66.96	23,436.00
13	Free Draining Base Trench	1,400	LF	41.01	57,414.00
14	Fabric, Separation	1,600	SY	1.35	2,160.00
15	Fabric, Woven	2,000	SY	3.35	6,700.00
16	AASHTO #1 Stone	650	TN	44.60	28,990.00
17	Class 1 Stone	460	TN	37.26	17,139.60
18	Pavement Marking	1	LS	1,944.00	1,944.00
19	Cast-in-place Concrete Curb	1,675	LF	73.44	123,012.00
20	Miscellaneous Signs	1	LS	3,240.00	3,240.00
21	Bollards 8"	2	EA	1,620.00	3,240.00
22	4" Gas Service Line	1,100	LF	32.40	35,640.00
23	2" Gas Service Line	10	LF	32.40	324.00
24	Communications Duct Bank	115	LF	91.80	10,557.00
25	Underground primary (UP) - Type 1	590	LF	102.60	60,534.00
26	Underground primary (UP) - Type 2	340	LF	102.60	34,884.00
27	Junction Box	1	LS	1,080.00	1,080.00
28	Transformer Pad	1	LS	2,700.00	2,700.00
29	Water Line, 6" DIP	670	LF	47.52	31,838.40
30	Water Line, 2" PVC	270	LF	37.80	10,206.00
31	Fire Hydrant	2	EA	3,024.00	6,048.00
32	8" PVC Sanitary Sewer	1,000	LF	41.04	41,040.00
33	Cleanout Sanitary Sewer	1	EA	648.00	648.00
34	Manholes, Sanitary Sewer	50	VF	540.00	27,000.00
35	Waterways	380	LF	30.24	11,491.20
36	Grass Ditch	1,000	LF	12.96	12,960.00
37	8" HDPE	140	LF	38.88	5,443.20
38	12" HDPE	150	LF	41.04	6,156.00
39	18" HDPE	425	LF	48.60	20,655.00
40	24" HDPE	570	LF	59.40	33,858.00
41	36" HDPE	385	LF	75.60	29,106.00
42	48" HDPE	70	LF	108.00	7,560.00
43	48" RCP (Type 3)	102	LF	237.60	24,235.20
44	Trench Drain and Grate	25	LF	345.60	8,640.00
45	Type "B" Drop Inlets	12	EA	2,592.00	31,104.00
46	10" Yard Drains	2	EA	1,620.00	3,240.00

CIVIL/SITE BASE BID TOTAL	1,433,465.00
----------------------------------	---------------------

BASE BID TOTAL	13,376,890.00
-----------------------	----------------------

Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, and CIVIL/SITE BASE BID

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
ALTERNATE BID ITEM #1					
Service Road Extension					
47	Sediment and Erosion Control	1	LS	8,618.40	8,618.40
48	Site Preparation	1	LS	3,969.00	3,969.00
49	Unclassified Excavation	1,500	CY	8.64	12,960.00
50	Fill	2,200	CY	17.28	38,016.00
51	Soil Conditioning	1,000	SY	15.12	15,120.00
52	Over-Excavation	250	SY	4.32	1,080.00
53	Subsurface Drains	200	LF	32.40	6,480.00
54	Revegetation	1	LS	5,670.00	5,670.00
55	Fabric Woven	3,000	SY	2.16	6,480.00
56	AASHTO No. 1 Stone	2,150	TN	44.60	95,890.00
57	Class 1 Stone	500	TN	36.72	18,360.00
58	Grass Ditch	800	LF	12.96	10,368.00
59	12" HDPE	60	LF	41.04	2,462.40
60	24" HDPE	60	LF	59.40	3,564.00
61	Type B Drop Inlets	2	EA	2,592.00	5,184.00

ALTERNATE BID ITEM #1 TOTAL 234,221.80

ALTERNATE BID ITEM #2 140,184.00
Terrazo Tile in Lobby and corridors

ALTERNATE BID ITEM #3: Courtyard shelter 157,357.08

ALTERNATE BID ITEM #4: Trees 11,745.00

ALTERNATE BID ITEM #5: Street Lighting 43,718.40

TOTAL BASE BID PLUS ALTERNATES 13,964,116.28

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Window Company, Inc.
of Route 2, Box 285, Clarksburg, WV 26301, as Principal, and Great American Insurance
Company of 580 Walnut Street, Cincinnati, OH 45202, a corporation organized and existing under the laws of the State of Ohio
Ohio with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount (\$Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
West Virginia Army National Guard, Mountaineer Challenge Academy, Camp Dawson
Preston County, Kingwood, West Virginia

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
13th day of September, 2007.

Principal Corporate Seal

City Window Company, Inc.
(Name of Principal)
By Bud Henderson
Bud (Must be President of) Henderson
Vice President)
President
(Title)

Surety Corporate Seal

Great American Insurance Company
(Name of Surety)
By D.P. Taylor
Attorney-in-Fact
Douglas P. Taylor, Attorney-in-Fact
Licensed West Virginia Resident Agent

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 18479

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
ANDREW K. TEETER	KIMBERLY L. MILES	ALL OF	ALL
DOUGLAS P. TAYLOR	DONNA J. PRICE	CHARLESTON, WEST VIRGINIA	\$75,000,000
BRADLEY P. BOBERSKY	PAMELA V. LANHAM		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of AUGUST, 2007

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 7TH day of AUGUST, 2007, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of September, 2007

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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 exceed 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: City Window Company, Inc.

Authorized Signature: 

Bud Henderson

Date: 9/13/07