

Request for RCE90142

BCF90142

8000 R	AGE

ADDRESSIGNRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

304-558-0067

STUARTDESIGN GROUP SMART STORAGE SOLUTIONS

P.O. Box 710 • Greensburg, PA 15601 1.800.989.4566 • www.stuertdesigngroup.com

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

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- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Falls to implement its drug-free workplace policy; 2) Falls to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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State of West Virginia

Department of Administration
Purchasing Division

2019 Washington Street East
Post Office Box 50130
Charleston WAY 25207 6432 Charleston, WV 25305-0130

STUARTDESIGN

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BCF90142

ZADDRESS CORRESSONDENCES TO ATTENTION OF

ROBERTA WAGNER

B04-558-0067

DATE:PRINTED TERMS:OF SALE SHIP-VIA F.O.B FREIGHT TERMS

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tresiden	·		3417 TNAME AND	ADDRESS IN	ADDRESS CHANGE SPACE ABOVE LABEL	S TO BE NOTED ABOVE

BCF90142 Addendum #2

Question 1: In section 2.6 I would like to know if you mean, the entire overall height may not exceed 76" high. Does this includes shelving, carriage, sub-floor and track?

2.6 WORKING HEIGHT: The maximum height of the top shelf shall not be higher than what can be assessed by a 5'2" person. Total <u>installed</u> height not to exceed 76" and that is non-negotiable. **This includes shelving, carriage, sub-floor and track.**

Question 2: Section 2.5 Please make it clear that the vendor must provide floor covering and install it.

Response: 2.5 DECKING: Decking will be installed so the tracks will be level with the floor surface. The decking will be as recommended by the filing system manufacturer and will be covered with a finish flooring material. If the filing system manufacturer does not provide a covering, the decking will be covered consistent with surrounding flooring. Vendor must provide and install floor covering.

Question 3: Section 1.2.2 Please make it clear if we need not to exceed the 16' w x 12' d foot print.

Response: 1.2.2 The space plan allows the file system to have a footprint of 16' w x 12' d in order to fit in the room. A floor plan is attached showing the file system in the center with the wording "Proposed File System Location". This area is the actual file system footprint and the plan allows for the actual size of 16' w x 12' d. Must not exceed the maximum location size of 16' w x 12' d, as stated here and in 2.8 Installation Location.

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Request for Quotation

REG NUMBER BCF90142

ADDRESS CORRESPONDENCE DO AMERICA (CN. CO.

ROBERTA WAGNER 304-558-0067

STUARTDESIGN SMART STORAGE SOLUTIONS

P.O. Box 710 • Greensburg, PA 15601 1.800.989.4586 • www.stuertdesigngroup.com

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHT TERMS	
04/27/2009 DECEMBER OF 121/2009 PTD OPENING TIME OF 121/2009	d
ID OPENING DATE: 05/21/2009 CAT HEM NUMBER UNIT PRICE AMOUNT	
ADDENDUM NO. 1 1. TO PROVIDE THE PAGE THAT WAS INADVERTENTLY LEFT OUT OF THE RFQ. 2. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10	
REQUISITION NO.: BCF90142	
ADDENDUM ACKNOWLEDGEMENT	
T HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	
ADDENDUM NO. 18:	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	***
SIGNATURE TELEPHONE 789-4566 DATE 5-19-09	
ADDRESS CHANGES TO BE NOTED ABOVE	
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'	



Request for MERCANUMBER Quotation

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MADDRESSICORRESSION DENCESIO VARIENTION	OF:

ROBERTA WAGNER

VARIOUS LOCATIONS AS INDICATED BELOW

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<u>|304-558-0067</u> HEALTH AND HUMAN RESOURCES

STUARTDESIGN SMART STORAGE SOLUTIONS

P.O. Box 710 • Greensburg, PA 15601 1.800.989.4568 • www.stuertdesigngroup.com

FREIGHTTERMS SHIP VIA TERMS OF SALE DATE PRINTED 04/27/2009 BID OPENING DATE: OPENING TIME UNIT PRICE AMOUNT. ITEM NUMBER QUANTITY UOP LINE VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES ONLY THE AND ANY STATE PERSONNEL IS NOT BINDING. INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS RIMP SI 05-19-0 REV. 11/96 OF ADDENDUM NO. 1 END SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 800 - 989 ADDRESS CHANGES TO BE NOTED ABOVE

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

PART 2 TECHNICAL SPECIFICATIONS

- 2.1 TRACKS: Each modular track assembly will consist of two 14 gauge formed steel rails capable of carrying a minimum load of 1000 pounds per linear foot. The rail assembly will be welded to a minimum of 4 corresponding 14 gauge steel support channels. Track assemblies are leveled by adjusting built-in leveling glides found in the support channel located every 12 inches on center. End stops are installed at each end of the rail assembly to provide a safe, cushioned stop for the mobile carriage. All track assemblies will include a stainless steel decorative cap. This cap will be attached to the front of the track assembly giving it a finished profile.
- 2.2 CARRIAGES: Carriages consist of sections of "U" shaped formed cold roll steel thirteen (13) gauge and fourteen (14) gauge stringers and cross members, all electrically welded to form a strong and durable frame. Each seam will be fully welded. Occasional spot welds that allow the sheet metal surface to bow between welds are unacceptable.
- L2.3 WHEELS: Carriage wheels will be double-flanged and 5" in diameter with each wheel having heavy-duty, double sealed permanently lubricated, ball bearings. There are a total of four wheel assemblies per carriage.
 - 2.4 FINISH: All steel parts are thoroughly cleaned in a three stage iron phosphate washer. Each steel component is then coated with an epoxy powder coat finish using an electrostatic paint system. This paint system ensures a long lasting and durable finish. The end user will make color choice.
 - DECKING: Decking will be installed so the tracks will be level with the floor surface. The decking will be as recommended by the filing system manufacturer and will be covered with a finish flooring material. If the filing system manufacturer does not provide a covering, the decking will be covered consistent with surrounding flooring.
- 2.6 WORKING HEIGHT: The maximum height of the top shelf shall not be higher than what can be assessed by a 5'2" person. Total <u>installed</u> height not to exceed 76" and that is non-negotiable.
- 2.7 REFERENCE SHELF: There shall be one retractable reference shelf located approximately 38" above the floor surface on each side of each aisle at a point towards the aisle center. The shelf should be capable of holding ten pounds of weight at a fully open position.
- 2.8 INSTALLATION LOCATION: The system shall be installed in the location known as the file room. The proposed system cannot exceed the size limitations of the installation location including properly sized walk ways and the aisles as required in section 2.10. The maximum size of the location of the installation is 16' w x 12' d.
- 2.9 UNDERCARRIAGE ANTI-TIP: For safe operation of the system, an undercarriage antitip device shall be provided and bolted to the carriage that has a lip riding in the flange on

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ID OPENING BATE:	1008			TTMR 01.3	ODM
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P.O. Box 710 • Greensburg, PA 15801 1.800.989.4568 • www.stuartdesigngroup.com

HEALTH AND HUMAN RESOURCES VARIOUS LOCATIONS AS INDICATED BELOW

FREIGHT TERMS SHIP VIA TERMS OF SALE DATE PRINTED BID OF ENTING BAVE 2009 BID OPENING TIME $01 \cdot 30PM$ QUANTITY AMOUNT UNIT PRICE UOP TEM NUMBER E NE WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MERCER COUNTY PURSUANT to west virginia code 21-5A, et, seq. PREVAILING wage rates apply to this project) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY \$TATE LAW CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. Workers' compensation: | Vendor is required to provide A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: BUCCESSFUL VENDOR SHALL FURNISH PROOF (XX) INSURANCE: be commercial general Liability insurance prior to UNLESS OTHERWISE SPECIFIED IN ESSUANCE OF CONTRACT. THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: THE BID PAYABLE TO THE STATE OF WEST VERGINIA, 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 SURERY COMPANY AUTHORIZED TO DO BUSINESS IN THE A LETTER OF CREDIT SUBMITTED STATE OF WEST VIRGINIA. IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ATM OWED FOR PROJECTS UNDER \$100,000. PERSONAL 800-989-4566 ADDRESS CHANGES TO BE NOTED ABOVE 25-149 34 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



Request for Quotation

BCF90142

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ADDRESS:CORRESPONDENCE TO ATTENTION CE

ROBERTA WAGNER 304-558-0067

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GROUP
SMART STORAGE SCILLTIONS
P.O. Box 710 • Greensburg PA 15601

P.O. Box 710 • Greensburg, PA 15601 1.800.989.4588 • www.stuertdesigngroup.com

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ROBERTA WAGNER

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Request for Quotation

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ROBERTA WAGNER 304-558-0067

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1.800.989.4588 • www.stuertdesigngroup.com

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HEALTH AND HUMAN RESOURCES VARIOUS LOCATIONS AS INDICATED BELOW

DATE PRINTED TERMS OF SALE /2009 BID OPENING DATE BID OPENING TIME 05/212009 AMOUNT UNIT PRICE ITEM NUMBER QUANTITY UOP. JIME. 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 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. BANKRUPTCY: | IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPICY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 1/2005 NOTICE AN ORIGINAL SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BIDS MUST CONTAIN | THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED: SEALED BID RW-122 BEE REVERSE SIDE FOR TERMS AND CONDITIONS 800-989-4562 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



Request for Quotation

104-558-0067

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES VARIOUS LOCATIONS AS INDICATED BELOW

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DATE PRINTED BID OPENING DATE: 2009 BID OPENING TIME * 30 DM 000 AMOUNT UNITPAICE ITEM NUMBER LINE QUANTITY UOP BCF90142 REQ. NO.: BID OPENING DATE AND TIME: 5/21/2009 \$ 1:30 PM PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY to contact you regarding your bid: PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ROAUTZ. Warau H TOTAL: BCF90142 ** THIS IS THE END OF RFQ SEE REVERSE SIDE FOR TERMS AND CONDITION TELEPHONE 989 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Request for Quotations BCF90142

PART 1 GENERAL

- 1.1 Request for Quotation to provide all labor, material and anything incidental to the acquisition and installation of a fully complete <u>lockable</u> Kardex Kompakt or equal, manual (mechanical assist—hand crank type), lateral, high density filing system as defined herein for the Mercer County office location of the Department of Health & Human Resources. The system must be manually operated and accommodate the approximate stated amount of linear filing inches as specified for 8½" x 11" documents. All work will be in compliance with Fire Marshall regulations and all other building codes and industry standards. The award will be made to the overall low bid that complies with the specifications.
- 1.2 The following is the location where the file system is to be installed and the approximate size of the system. Bidders Please note: Your bid can be for more linear file inches than what is requested but bids with less linear file inches will be disqualified.
- 1.2.1 MERCER COUNTY DHHR 200 Davis Street Princeton, WV 24740

8400 lihear filing inches

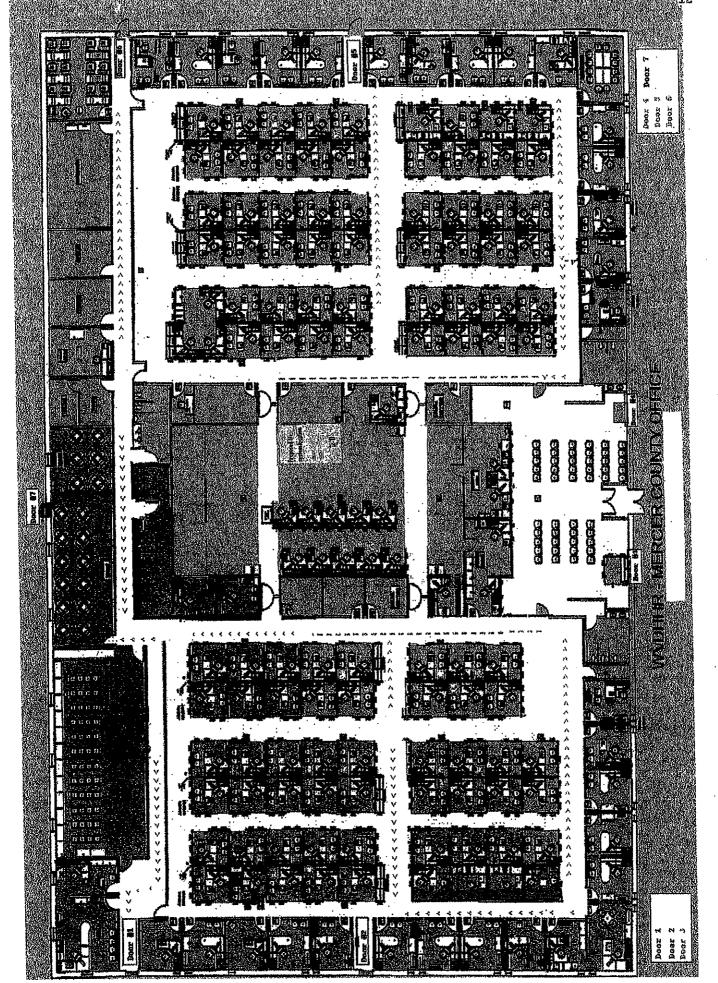
- 1.2.2 The space plan allows the file system to have a footprint of 16' w \times 12' d in order to fit in the room. A floor plan is attached showing the file system in the center with the wording "Proposed File System Location". This area is the actual file system footprint and the plan allows for the actual size of 16' w \times 12' d.
- 1.3 It is the bidder's responsibility to verify all field conditions and building weight 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 installation. Do not proceed until nonconforming conditions have been corrected.
- 1.4 The intent of this Request for Quotation is to provide the using office with a high quality, mobile lateral filing system. The foregoing specifications are to be considered nominal and approximate. Minor deviations from the stated specifications are acceptable to facilitate a competitive bid atmosphere provided the intent of the Request for Quotation or the effectiveness of the system is not compromised. No deviation is permitted on the space or configuration requirements. ALL VENDORS PLEASE NOTE: This system is to be 100% complete. All braces, dividers or any other component necessary to properly utilize the filing system will be included with the initial installation at the offered price. This is not negotiable and payment will not be made to the vendor if they should fail in any way to meet this requirement.

each rail, (2 per wheel). Anti-tip angles must be constructed of no less than 11 gauge steel and must have a bottom flange (interlocking with rail) of no less than 7/8" wide. Overhead mounted products are unacceptable.

- 2.10 AISLES: Aisle requirements are minimum distances from a fully open position. The system will be configured to provide one 36" aisle.
- 2.11 SHELF DIVIDERS: A minimum of three shelf dividers shall be provided with each shelf opening.
- 2.12 CONTROLS: The system shall be designed so that the entire file system can be closed by turning the handle on the last shelf unit. The last shelf unit will push all open shelf units to a closed position. The system will be capable of being locked in the closed position.
- 2.13 WARRANTY AND RESPONSE TIME: Please state the warranty period of the system bid and the response time for warranted and non-warranted repairs. As a mandatory minimum, a response time of 48 hours is requested and nothing less than a one year warranty is acceptable.

PART 3 SPECIAL CONDITIONS

- 3.1 The contractor shall coordinate all site activities with a designated representative from the physical location.
- 3.2 The contractor shall be adequately bonded and insured to fully indemnify and hold harmless the property owner and/or the Department of Health & Human Resources from and against any and all claims arising from the performance of this contract.
- 3.3 The contractor shall complete all work within 90 calendar days after receiving the notice to proceed.
- 3.4 One payment shall be made at 100% completion pending acceptance by the Department of Health and Human Resources. The Department of Health & Human Resources reserves the right to withhold payment if the installed system is not in compliance with the specifications.
- 3.5 The contractor shall pay the higher of the U.S Department of Labor minimum wage rates for all labor performed on site as established for Mercer County pursuant to West Virginia Code 21-5-1, et. seq.



RFQ No. 34-90142

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

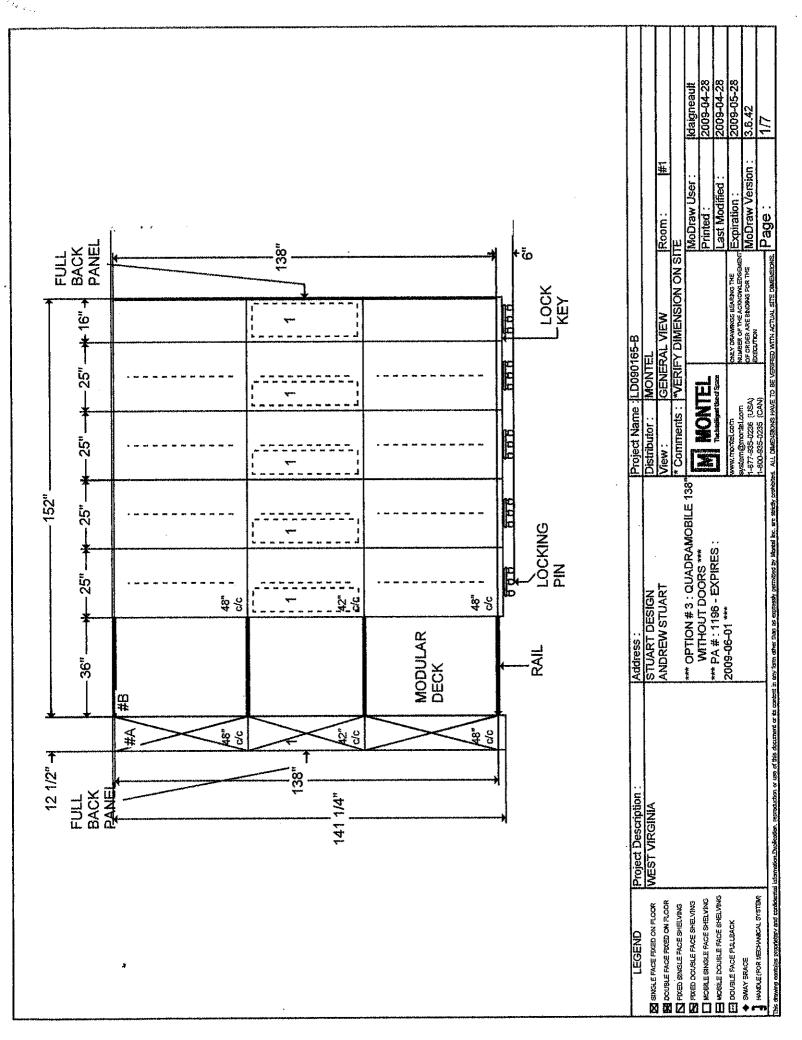
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/ noticeConfidentiality.pdf.

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

Vendor's Name: STUART DRSHAN Group
05-19-09
Authorized Signature:
Purchasing Affidavit (Revised 01/01/09)





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

STATE OF Pennsylvania
COUNTY OF Westmoreland, TO-WIT:
I, Amen L. Stuat, after being first duly sworn, depose and state as follows:
1. I am an employee of Stuat Design Grove The ; and, (Company Name)
2. I do hereby attest that Shiar Design Group, Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury. Company Name Title: Les Jes Jes Jes Jes Jes Jes Jes Jes Jes J
Taken, subscribed and sworn to before me this 19 day of May. 2009
MINON WEATOM ISSIGNING PUBLIC Notarial Seal (Sieph) P. Jack, Notary Public Murrysville Boro, Westmoreland County Murrysville Boro, Westmoreland County Murrysville Boro, Westmoreland County
Murrysville Boro, West not on the Nov. 9, 2010 My Commission Expires Nov. 9, 2010 (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE

AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009



Bid Bond

BOND # 70722127

KNOW ALL MEN BY THESE PRESENTS, that we

STUART DESIGN GROUP, INC.

P.O. BOX 710 GREENSBURG, PA 15601

(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

WESTERN SURETY CO.

101 SOUTH PHILLIPS AVE SIOUX FALLS, SD 57192

a corporation duly organized under the laws of the State of **SOUTH DAKOTA** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF WEST VIRGINIA**

1019 WASHINGTON STREET CHARELSTON, WV 25305

(Here insert full name ,and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid-----**Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PRINCETON, WV - HIGH DENSITY SYSTEM

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of May, 2009.

(Witness)

<u>WESTERN SURETY-CO.</u>

(Surety)

(Seal)

(Seal)

Attorney-in-Fact) JAMES C. CARLIN

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

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)WER OF

Know All Men by These Presents:

Form 749-12-2006

No. SP-

227711754

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the appropring officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

authorized individuals: AUTHORIZED INDIVIDUALS AUTHORIZED INDIVIDUALS P LEKSE CARLINS CHRISTOPHER J RUCK ANTHONY JAMES C JAMES LINDA CARROL TAYLOR with limited authority, its true in the City of PITTSBURGH , State of PENNSYLVANIA , with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, land the following described bond: BID, PERFORMANCE, AND/OR PAYMENT BOND, IN ADDITION THE RELATED TRANSACTIONS SUCH AS CONSENTS OF SURETY, RIDERS, AND LETTERS OF INTENT, MAINTENANCE AND WARRANTY BONDS, PROVIDING THE BOND PENALTY DOES NOT EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (****500,000.00) The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company. All authority hereby conferred shall expire and terminate, without notice, unless used before midnight FEBRUARY 28 2014, but until such time shall be irrevocable and in full force and effe WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in for Carlo Wil. Section (All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company President, Secretary, any Assistant Secretary, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the Company. The companies seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile." The penal amount of the fond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter The penal amount of the United Williams (Analysis) of Messager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary of Assistant Secretary of Western Surety Company specifically authorizing said increase. IN WINNESS WHEREOR Western Surely Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this Décèmber 2006 day of December

STATE OF SOUTH DAKOTA SURETY WESTERN By Senior Vice President COUNTY OF MINNEHAHA 2006 December 11th , before me, a Notary Public, persor day of in the year appeared Paul T. Bruflat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation. D. KRELL Notary Public, South Dakota My Commission Expires November 30, 2012 I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In the time was the section of the section of the State of South Dakota, do hereby certify that the attached Power of Attorney is in force.

2009 In testimony whereof, I have hereunto set my hand and the seal of Western Strety Company this * <u> 21st</u> WESTERN COMPAN *IMPORTANT: This date must be filled in before it is attached

to the bond and it must be the same date as the bond 'By

NOTICE: This border must be BLUE, If it is not BLUE, this is not a certified copy.

Senior Vice Presiden