



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
DEFK9009

PAGE
1

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

SHIP TO

RFQ COPY
TYPE NAME/ADDRESS HERE

Stuart-McMunn Company
 137 North Sixth Street
 Clarksburg WV 26301

SHIP TO

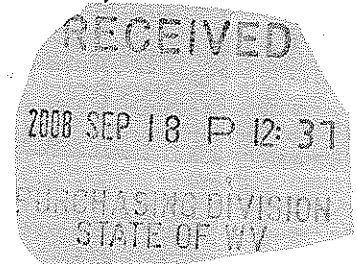
DIV ENGINEERING & FACILITIES
CAMP DAWSON ARMY TRAINING SITE
240 ARMY ROAD

KINGWOOD, WV
26537-1077 **304-329-4417**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2008				

BID OPENING DATE: **09/18/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		910-36		
<p>HVAC ALTERATIONS</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO ALTER THE HVAC SYSTEM AT THE REGIONAL TRAINING INSTITUTE, CAMP DAWSON, KINGWOOD, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 9/9/2008; 1:30 PM CAMP DAWSON, WVANG REGIONAL TRAINING INSTITUTE KINGWOOD, WV</p> <p>CONTACT: WILLIAM "BILL" SUVER AT 304-561-6454 TO CONFIRM ATTENDANCE AND DIRECTIONS TO THE SITE.</p> <p>PLANS & SPECIFICATIONS: ZMM, INC. 222 LEE STREET, WEST CHARLESTON, WV 25302 304-342-0159 FAX: 304-345-8144</p> <p>DEPOSIT: \$150.00</p> <p>EXHIBIT 5</p> <p>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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Scott Anderson</i>	TELEPHONE (304) 623-6666	DATE 9/18/08	
FILE President	FEIN 550326362	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 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) Fails to implement its drug-free workplace policy; 2) Fails 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."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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DIV ENGINEERING & FACILITIES
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240 ARMY ROAD

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26537-1077 304-329-4417

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EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.

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.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

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.

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:

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.

BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.

(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.

() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF 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 ALUMINU

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GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.

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.

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.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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DIV ENGINEERING & FACILITIES
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26537-1077 304-329-4417

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THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(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.

(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.

(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.

REV. 11/96

EXHIBIT 10

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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KINGWOOD, WV
26537-1077 **304-329-4417**

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MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NOS.:

NO. 1 ..9/11/08.....

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Scott Henderson.....SIGNATURE

Stuart-McMunn Company.....COMPANY

9/18/08.....DATE

REV. 11/96

CONTRACTORS LICENSE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE DATE

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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.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME: Stuart-McMunn Company

CONTRACTORS LICENSE NO.: . WV000235

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT

APPLICABLE LAW

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>BANKRUPTCY: IN THE EVENT THE VENDDR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT</p> <p>REQ. NO.: DEFK9009</p> <p>BID OPENING DATE: 9/18/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 623-4646</p>						

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 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT
 CONCERNING THIS QUOTE:

Scott Henderson or Dick McDonald

***** THIS IS THE END OF RFQ DEFK9009 ***** TOTAL:

265,000.⁰⁰

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BID FORM

DATED: 9/18/08
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) STUART MCMUNN Co.
137 North Sixth Street
Clarksburg, WV 26301

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000235

SUBMITTED TO: State of West Virginia
 Finance and Administration
 Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**REGIONAL TRAINING INSTITUTE
 HVAC ALTERATIONS
 WEST VIRGINIA ARMY NATIONAL GUARD
 CAMP DAWSON, KINGWOOD, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

BASE BID:

For the sum of: Two hundred sixty five thousand dollars
 (\$ 265,000.⁰⁰).

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions 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.)

Add Alternate No. 1 -

Testing and Balancing - Provide Air And Water Testing And Balancing Of Indicated Systems as shown and specified.

ADD the sum of: NINETY FOUR THOUSAND DOLLARS
\$ 94,000.00

Add Alternate No. 2 -

Provide Hydronic Systems Isolation Valves as shown and specified.

ADD the sum of: SIXTEEN THOUSAND AND EIGHT HUNDRED DOLLARS
\$ 16,800.00

Add Alternate No. 3 -

Provide Allowance of \$100,000.00 for Piping Alterations.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

1 9/11/08

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 210 days. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this bid is accepted.

SIGNATURE OF BIDDER:

Firm: Stuart-McMunn Company

Address: 137 North Sixth Street

Address: Clarksburg WV 26301

By: 
Scott Henderson

Title: President

Phone: (304) 623-6666

END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Stuart-McMunn Company, Inc.
of 137 N Sixth Street, Clarksburg, WV 26302, 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
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 (5%) Five percent 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
HVAC Alterations/Camp Dawson

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
18th day of September, 20 08.

Principal Corporate Seal

Stuart-McMunn Company, Inc.
(Name of Principal)
By Scott Henderson
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Great American Insurance Company
(Name of Surety)
Kimberly L. Miles
Kimberly L. Miles Attorney-in-Fact
Licensed WV 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 22ND day of APRIL 2008
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 22ND day of APRIL 2008, 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 Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional 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 18th day of September, 2008