



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
EBA146

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

RFQ COPY
 TYPE NAME/ADDRESS HERE
**A. J. Vater & Co., Inc.
 201 Munson Avenue
 McKees Rocks, PA 15136**

**EDUCATIONAL BROADCASTING
 AUTHORITY
 600 CAPITOL STREET
 CHARLESTON, WV
 25301-1223 304-558-3400**

DATE PRINTED 05/28/2008	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
BID OPENING DATE: 07/08/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA EDUCATIONAL BROADCASTING, IS SOLICITING BIDS TO REPAIR, CLEAN, CAULK, AND REPAINT THE EXTERIOR STRUCTURES AND SURFACES OF THE FIVE-STORY WEST VIRGINIA PUBLIC BROADCASTING STUDIOS AND OFFICES AT 600 CAPITOL STREET, CHARLESTON, WV 25301. A MANDATORY PRE-BID CONFERENCE WILL BE HELD 6/18/2008 AT 10:00 AM AT THE FACILITY LOCATED AT 600 CAPITOL STREET, CHARLESTON, WV 25301. FAILURE TO ATTEND THIS PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/20/2008. QUESTIONS MAY BE SENT VIA USPS, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO: SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 412-331-4477	DATE July 1, 2008	
TITLE President	FEIN 25-1021384	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFO INSERT NAME AND ADDRESS IN SPACE ABOVE I AM THE VENDOR

RECEIVED

2008 JUL -7 A 10: 42

PURCHASING DIVISION
STATE OF WV



A. J. VATER & CO., INC.
201 MUNSON AVENUE
MCKEES ROCKS, PA 15136-2719

**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 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 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



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05/28/2008				

BID OPENING DATE: **07/08/2008** BID OPENING TIME **01:30PM**

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0001	1	LS		910-54		\$76,963.00
PAINTING (BUILDING MAINTENANCE) AND REPAIR EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 62 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY 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 WAGE RATES AS ESTABLISHED FOR KANAWHA 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.						

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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$500,000.</p> <p>() 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> <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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() 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>						

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PROPERTY

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

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<p>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 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</p>						

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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 MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS. : NO. 1 6/30/08  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.						

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<p>.....SIGNATURE</p> <p>A. J. Vater & Co., Inc.COMPANY</p> <p>July 1, 2008DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: A. J. Vater & Co., Inc.</p> <p>CONTRACTORS LICENSE NO.: WV001397</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p>						

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SIGNATURE _____ TELEPHONE _____ DATE _____

TLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS 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>						

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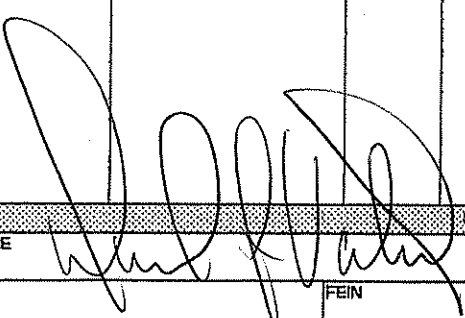
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				SHELLY MURRAY / FILE 31		
REQ. NO.:				EBA146		
BID OPENING DATE:				07/08/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				412-331-9625		

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				Daniel J. Vater		

***** THIS IS THE END OF RFQ						EBA146 ***** TOTAL: \$76,963.00
						Alternate, add \$ 7,942.00

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SIGNATURE:  TELEPHONE: DATE: FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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10

West Virginia Educational Broadcasting Authority (WVEBA) is seeking a Request for Quotation to repair, clean, caulk, and repaint the exterior structures and surfaces of the five-story West Virginia Public Broadcasting studios and offices at 600 Capitol Street, Charleston, WV 25301. Specifications contained herein.

1) Overview

The exterior surfaces, made of different materials, are to be repaired, cleaned, and primed before painting. The winning contractor shall have experience in working with these different surface materials. Primer and paint are being acquired under State Contract and a separate RFQ. A base bid with an add alternate is requested: A base bid to include labor to paint the building one uniform color. The add alternate is to include the labor to paint the building multiple colors as in its current style. Exterior windows shall be cleaned upon completion of painting.

2) Job Specifications

2.1 Primer and paint specifications shall be supplied to vendors by WVEBA in a future addendum.

2.2 Decorative Awning shall be removed by WVEBA, stored, and reinstalled at completion of painting process.

2.3 Outdoor plants, front entry doors, windows, security cameras, mounted lights, air vents, and signage shall be protected from cleaning solutions and paint by the winning vendor.

2.4 Where needed, caulking around windows, (particularly the third floor alley windows), doors, wall seams shall be a part of this project.

2.5 The exterior wall surface is an Exterior Insulation Finishing System (EIFS). Minor repairs to the EIFS surface shall be repaired to match existing surface.

2.6 Prior to painting, building exterior, doors, gutters and drip edges shall be cleaned by power washing using 1200 to 1500 pounds of pressure to remove surface contamination utilizing a non-acidic cleaning agent of contractor's choice.

2.7 To inhibit re-growth of mildew, a mildew check multipurpose wash (supplied by WVEBA) shall be applied with normal garden hose pressure.

2.8 An overnight drying period shall occur before primer is applied.

2.9 One coat of primer shall be applied utilizing a spraying and back-roll technique. If heavy stained areas are visible, a second primer coat may be necessary for these specific areas, and will be discussed with WVEBA personnel before work proceeds.

- 2.10 Finish paint treatment shall consist of two coats applied utilizing a spraying and back-roll technique.
- 2.11 Five exterior doors are metal. The doors, gutters, and drip edges shall be pressure washed to remove all surface contamination. Rusted areas shall be sanded or mechanically abraded and spot primed
- 2.12 One coat of primer shall be applied to the doors to inhibit rust returning.
- 2.13 One coat of exterior high gloss DTM industrial enamel shall be applied to the doors.
- 2.14 HVAC cooling tower/water reservoir is galvanized steel. Existing paint shall be removed by high pressure water blast technique and not repainted. **Contractors please note that the water reservoir is to be covered to prevent paint chips and particles from contaminating the circulating water supply.**
- 2.15 HVAC support structural steel shall be cleaned by pressure washing to remove all surface contamination and rusted areas sanded or mechanically abraded to remove rust.
- 2.16 HVAC support structural steel shall be one-coat primed with D-T-R epoxy coating.
- 2.17 Finish for HVAC support structural steel shall be two-coat painted with ultra- gloss urethane enamel.
- 2.18 Rooftop building-air return enclosure, metal fascia, stairs, handrails are steel and/or steel pipe. These items shall be pressure washed to remove surface contamination. Hand tool cleaning per SSPC-SP2 standards shall be used to remove all loose rust.
- 2.19 One coat of D-T-R Epoxy primer shall be applied to rooftop building-air return enclosure, stairs and handrails attached to building's exterior.
- 2.20 A two-coat paint finish of ultra-gloss urethane enamel shall be applied to the building-air return enclosure, stairs, and handrails.
- 2.21 Advance notice of commencement of building work on Christopher Street and Alley painting shall be adhered to, due to notification for Appalachian Power Company.
- 2.22 Vendor shall give advance notice for commencement of building work on Christopher and Capitol Streets for the purpose of sidewalk and street closure if necessary.

3) Vendor Requirements

- 3.1 Have general liability insurance to cover any potential damages to property of: West Virginia Educational Broadcasting structures; West Virginia Educational Broadcasting

employee property; passersby on nearby sidewalks and streets; nearby buildings during the construction process.

3.2 Contractor shall be responsible for acquiring all swing stages, scaffolding, people and material lifting devices for project.

3.3 Obtain building permits, as required by local/state law, before commencement of work.

4) Quotation preparations

4.1 The quotation shall be structured to have two painting quotation scenarios for the building:

Base Bid - One uniform color of a cream color appearance as determined by WVEBA

Add Alternate - To follow the color scheme that is presently incorporated on the building with multiple colors.

5) Project Duration

5.1 A notice to proceed shall be issued to the winning vendor.

5.2 The project duration shall be 45 working days. This requirement may be adjusted during the pre-bid conference.

5.3 Inclement weather delay allowance shall be 10 working days.

6) Invoicing

Invoice shall be sent to:

**Stephen G. Chapman
Purchasing Administrator
West Virginia Public Broadcasting
600 Capitol Street
Charleston, WV 25301**

EBA146 Bid Sheet

Base Bid:

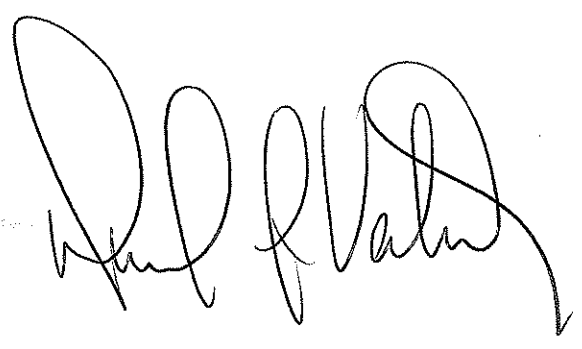
One-color painting scenario \$ 76,963.00

Add Alternate

Multiple-color painting scenario \$ 7,942.00

TOTAL \$ 84,905.00

A. J. Vater & Co., Inc.



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 owed 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: A. J. Vater & Co., Inc.

Authorized Signature:  Date: July 1, 2008

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # AJV-07

KNOW ALL MEN BY THESE PRESENTS, that we

A.J. VATER & COMPANY, INC.

201 MUNSON AVENUE MCKEES ROCKS, PA 15136

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

as Principal, hereinafter called the Principal, and

HUDSON INSURANCE COMPANY

17 STATE STREET, 29TH FLOOR NEW YORK, NY 10004

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

DEPT. OF ADMIN., PURCHASING DIVISIO 2019 WASHINGTON STREET EAST CHARLESTON, 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

**REPAINT EXTERIOR STRUCTURES & SURFACES OF THE FIVE STORY WEST VIRGINIA
PUBLILC BROADCASTING STUDIOS & OFFICES AT 600 CAPITOL ST., CHARLESTON, WV 25301**

(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 8th day of July, 2008.

James Russell

(Witness)

A.J. VATER & COMPANY, INC.
(Principal) _____ (Seal)

(Title) *Daniel J. Vater, President*

Quinn D. Kelly

(Witness)

HUDSON INSURANCE COMPANY
(Surety) _____ (Seal)

(Attorney-in-Fact) JAMES C. CARLINS



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 300 First Stamford Place, Stamford, Connecticut, 06902, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Richard J. Taylor, Anthony P. Lekse, James C. Carlins and Linda L. Carroll
all above
of the Commonwealth of Pennsylvania
and
Miriam Moss of North Carolina

its true and lawful Attorney(s)-in-Fact, at Stamford in the State of Connecticut, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes, however, that no single bid bond shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Two Million Dollars (\$2,000,000).

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 17th day of August, 2007 at Stamford, Connecticut.

(Corporate seal)

Attest.....
Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY
By.....
Christopher L. Gallagher, Executive Vice President

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

On the 17th day of August, 2007 before me personally came Christopher L. Gallagher to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Notary Public of Connecticut
My Commission Expires February 28, 2010

CERTIFICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS.

The undersigned Peter H. Lovell hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

Witness the hand of the undersigned and the seal of said Company this 8th day of July, 2008.

(Corporate seal)

By.....
Peter H. Lovell, Corporate Secretary