



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:
DNR211053

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
C09123150
A.J. Smith, Inc. dba Capital Builders
4008 5th Street Road
Huntington, WV 25701

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE
BECKLEY, WV
25801 **304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: **11/09/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	\$39,600.00	\$39,600.00
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR LABOR AND MATERIALS TO INSTALL VINYL SIDING AND GUTTERS ON TWO BUILDINGS AT THE DIVISION'S OFFICE COMPLEX AT BECKLEY, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/20/10 AT 1:00 PM AT 2006 ROBERT C. BYRD DRIVE, BECKLEY, WV 25801. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD</p>						

RECEIVED
 2010 NOV 17 PM 12:59
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
TITLE President	FEIN 55-0735961	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR RESPONSE

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 C09123150
 A.J. Smith, Inc. dba Capital Builders
 4008 5th Street Road
 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES
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 BECKLEY, WV
 25801 304-558-3397

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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHAING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/22/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
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<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 RALEIGH 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>(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 \$250,000.</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>						

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					11/09/2010 01:30PM		

(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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPABLE 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 ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION ITEMS OF MACHINERY OR EQUIPMENT PURCHASED

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<p>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 TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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<p>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>						

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RODNEY HODNEY

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ADDENDUM NOS. :						
NO. 1		X date printed 10/22/2010				
NO. 2		X date printed 11/05/2010				
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.						
. B. J. Burgess				SIGNATURE		
A.J. Smith, Inc. dba Capital Builders				COMPANY		
November 17, 2010				DATE		
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

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SIGNATURE B. J. Burgess	TITLE President	FEIN 55-0735961	TELEPHONE 304-697-5002	DATE November 17, 2010
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<p>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: A.J. Smith, Inc. dba Capital Builders</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES
 2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: 11/09/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: 44</p> <p>REQ. NO.: DNR211053</p> <p>BID OPENING DATE: 11/09/2010</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: 304-697-5004</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
TITLE President	FEIN 55-0735961	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
DNR211053

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 C09123150
 A.J. Smith, Inc. dba Capital Builders
 4008 5th Street Road
 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES
 2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/07/2010				

BID OPENING DATE: **11/09/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: B. L. Blower						
***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						\$39,600.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
TITLE President	FEIN 55-0735961	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INFORMATION FOR BIDDERS
INSTALLATION OF VINYL SIDING AND ALUMINUM GUTTERS
ON TWO BUILDINGS AT THE DNR'S BECKLEY OFFICE COMPLEX
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
WILDLIFE RESOURCES SECTION

The Division of Natural Resources, request bids for furnishing and installing vinyl siding and aluminum gutters on the maintenance/storage building and the law enforcement building at the DNR District IV office complex at Beckley. This project consists of all the necessary materials, labor, and equipment for all construction items as detailed in these specifications.

1. **Receipt and Opening of Bids**

Each bid must be submitted on the prescribed form and in accordance with the these instructions. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

The Owner may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids.

2. **Time of Completion and Liquidated Damages**

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within ninety (90) consecutive calendar days, thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter that the project is not completed.

3. **Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. It will be the contractors responsible to visit the site and to be familiar with all site conditions prior to submitting a bid.

4. Laws and Regulations

The bidder's attention is directed to the fact that all applicable federal, state, county, and/or municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

5. Obligation of Bidder

At the time of the opening of bids, each bidder should have inspected the site and read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, site condition, instrument or document, shall in no way relieve any bidder from any obligation in respect of his bid.

6. Insurance Coverage

The Contractor shall present evidence to the Owner of adequate coverage of Public Liability and Property Damage Insurance to protect the Owner from any claim of damage which might arise from any accident or carelessness during the life of this contract.

7. West Virginia Workman's Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

8. Wage Rates

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the West Virginia area and in accordance with State statutes in the county where the work is to be performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the job.

9. Vendor's Number

Before a contract can be awarded, vendors must have filed a vendor's certificate and obtained a vendor's number from the Purchasing Division prior to award of any contract. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, State Capitol Building, Charleston, West Virginia 25305. All vendors must be registered with the Purchasing Division of the Department of Finance and Administration prior to the award of any contract.

10. West Virginia Contractor's License

The contractor shall have a valid and current West Virginia Contractor's license.

11. Discrimination Clause

The Contractor agrees that no person in the State, or in the United States, shall, on the grounds of race, color, sex, age, religion, ancestry, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly, from the State and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This section shall also apply to all subcontractors.

Specifications for the Siding of District IV Office Buildings

General Description:

This project consists of furnishing all the equipment, labor, and materials required for the following work:

1. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing storage/maintenance building at the District IV office complex.
2. Install all the vinyl siding, soffit, fascia, trim, porch ceilings, etc. required to cover all exposed wood on the existing law enforcement building at the District IV office complex.
3. Remove the existing gutters and install new continuous aluminum gutters on both the storage/maintenance building and the law enforcement office building at the District IV office complex.

All work shall be in accordance with these specifications.

Site Visit:

The contractor must visit the site and is required to make his own measurements to verify site conditions and to make sure that he is aware of all the work that must be completed. A pre-bid conference will be scheduled prior to the bid opening and is mandatory. Any contractor interested in bidding on this project must attend the pre-bid conference.

Submittals:

Submit the following prior to start of construction:

Manufacturer color sample showing full range of colors available for specified products.

Product literature and recommended installation procedures for all materials to be installed.

Manufacture warranty for all materials to be installed.

Evidence that the materials supplied conform with building codes in effect for the area and is acceptable to authorities having jurisdiction over the construction.

Color:

Provide manufacturer's standard product color chart for siding and accessories. The owner shall select the color of the siding and the accessories to be installed.

Delivery, Storage, and Handling:

Deliver materials to site in manufacturer's unopened packages or bundles with labels intact and legible. Store materials in a dry, well ventilated, weatherproof place. Comply with manufacturer's written instructions for storage, handling, and protection.

Project Conditions:

Proceed with installation of siding and trim only if existing and forecasted weather conditions permit installation according to manufacturer's written instructions and if the substrate is completely dry.

Vinyl Siding:

Subject to compliance with requirements, manufacturers offering products that may be incorporated in to the work include, but are not limited to the following:

1. Alcoa Building Products.
2. Alside Inc.
3. Amerimark Building Products, Inc.
4. Bird Vinyl Products.
5. CertainTeed Corp.; Vinyl Building Products Group.
6. Crane Plastics.
7. Gentek Building Products.
8. Georgia-Pacific Corp.
9. Heartland Building Products.
10. Reynolds Metals Co.
11. Royal Building Products.
12. Wolverine Technologies, Inc.
13. or equal.

The vinyl siding and accessories shall comply with ASTM D 3679 and the following requirements:

1. Horizontal pattern: 8-inch exposure in double 4-inch style.
2. Texture: Wood grain.
3. Thickness: 0.040 to 0.050 inch nominal.

Vinyl Soffit:

The vinyl soffit and accessories shall comply with ASTM D 4477 and the following requirements:

1. Pattern: 8-inch exposure in double 4-inch style.
2. Ventilation: Provide perforated soffit.

Accessories:

Siding accessories: Provide starter strips, edge trim, window head flashing, corner cap, fasciae, and other items as recommended by the manufacturer of the siding to match the siding.

Provide the following types of decorative accessories where required:

1. Corner posts.
2. Door and window casings.
3. Entrance and window head pediments.
4. Pilasters.
5. Shutters.
6. Louvers with insect screens.
7. Fasciae.
8. Moldings and trim.

Fasteners:

Fasteners shall be noncorrosive aluminum siding nails, in sufficient length to penetrate a minimum of 1 inch into substrate. Provide prefinished fasteners in color to match siding where face nailing is unavoidable.

Installation:

Prior to installation, examine substrates for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of siding. Do not proceed with installation until unsatisfactory conditions have been corrected.

Clean substrates of projections and substances detrimental to application.

Install the siding to comply with the siding manufacturer's written installation instructions applicable to the products and applications indicated. Center nails in elongated nailing slots without binding the siding to allow for thermal movement.

Overlap joints to shed water away from the direction of the prevailing wind.

Install vinyl siding, soffit, and accessories according to ASTM 4756.

Remove and replace any damaged, improperly installed, or otherwise defective siding materials or accessories with new materials complying with the specified requirements.

Clean finished surfaces according to the siding manufacturer's written instructions and maintain in a clean condition during construction.

Warranty:

Submit a written warranty signed by the siding manufacturer agreeing to repair or replace siding that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, cracking, deforming, fading, or

otherwise deteriorating beyond normal weathering. Fading is defined as loss of color, after cleaning with product recommended by manufacturer, of more than 4 color-difference units as measured according to ASTM D 2244. The warranty period shall be 20 years from the date of final acceptance.

Removing the existing gutters:

The contractor shall remove and dispose of the existing gutters and downspouts on both the storage/maintenance building and the law enforcement building.

Gutters and downspouts:

Once the gutters are removed, the contractor shall install vinyl over the fascia boards prior to installing the new gutters and downspouts on both buildings. The new gutters and downspouts shall be continuous aluminum.

The gutters shall be 6" commercial, K-type, made of 0.032" aluminum. The gutters shall be attached with hidden hangers.

The downspouts shall be 3"x4" and made of corrugated, 0.032" aluminum.

The contractor shall furnish and install all parts, connectors, etc. required to install the gutters and downspouts.

The gutters and downspouts shall be prepainted with the color to be selected by the owner.

West Virginia Division of Natural Resources
DNR211053 District IV Office Building Siding and Gutters
PRICING SHEET

Item	Quantity	Description	Unit Price	Amount
1	Lump Sum	Siding and gutter replacement on the District IV Office buildings all in accordance with the attached specifications. The lump sum bid will include all labor, equipment and materials to install siding, fascia, trim, porch ceilings, etc required to cover all exposed wood on the existing storage/maintenance building and the existing law enforcement building. Removing the existing gutters and installing new continuous aluminum gutters on the storage/maintenance building and the law enforcement office building.	NOT APPLICABLE - LUMP SUM	\$39,600.00
		TOTAL		\$39,600.00

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
 - (C) Your Company Name
 - (D) City, Location of your Company
 - (E) State, Location of your Company
 - (F) Surety Corporate Name
 - (G) City, Location of Surety
 - (H) State, Location of Surety
 - (I) State of Surety Incorporation
 - (J) City of Surety Incorporation
 - (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
 - (L) Amount of bond in figures
 - (M) Brief Description of scope of work
 - (N) Day of the month
 - (O) Month
 - (P) Year
 - (Q) Name of Corporation
 - (R) Raised Corporate Seal of Principal
 - (S) Signature of President or Vice President
 - (T) Title of person signing
 - (U) Raised Corporate Seal of Surety
 - (V) Corporate Name of Surety
 - (W) Signature of Attorney in Fact of the Surety
- NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____ (M)

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 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 time within which the Oblige 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 hereto and these presents to be signed by their proper officers, this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal	_____ (O)
	(Name of Principal)
(R)	By _____ (S)
	(Must be President or Vice President)
	_____ (T)
	Title
(U)	_____ (V)
Surety Corporate Seal	(Name of Surety)
	_____ (W)
	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



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
DNR211053

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

PURCHASER

RFQ COPY
 TYPE NAME/ADDRESS HERE
 C09123150
 A.J. Smith, Inc. dba Capital Builders
 4008 5th Street Road
 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES
 2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/22/2010				

BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) EXTEND THE DEADLINE FOR TECHNICAL QUESTIONS TO: 10/25/2010 AT 4:00 PM						
2) CHANGE THE BID OPENING DATE AND TIME TO: 11/17/2010 AT 1:30 PM						
3) PROVIDE THE MANDATORY PRE-BID SIGN IN SHEET						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
TITLE President	FEIN 55-0735961	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

DNR211053

Date:

October 20, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Leves Home Improvement</u>
Firm Address:	<u>5750 McCallie Ave Chickasha MO 65207</u>
Representative Attending:	<u>April Smith</u>
Phone Number:	<u>866-926-1700</u>
Fax Number:	<u>866-926-8298</u>
Email Address:	<u>april.smith@leves.com</u>

Firm Name:	<u>MAIN STREET BUILDERS LLC</u>
Firm Address:	<u>311 S. WALKER ST PO BOX 309 PRINCETON, WY 24740 WWW.MSBUILDERS.COM</u>
Representative Attending:	<u>ADANA S. ARVER</u>
Phone Number:	<u>304-425-3712</u>
Fax Number:	<u>304-425-2171</u>
Email Address:	<u>asarver@msbwy.com</u>

Firm Name:	<u>TRUST BUILDERS INC</u>
Firm Address:	<u>P.O. Box 312 Beaver MO 65813</u>
Representative Attending:	<u>Roger Gillespie</u>
Phone Number:	<u>304-673-0481</u>
Fax Number:	<u>304-763-3177</u>
Email Address:	<u>Roger.Gillespie@TrustBuilders.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Allison General Contractors</u>
Firm Address:	<u>5317 Kemmer Ave. Charleston, WV</u>
Representative Attending:	<u>Jenny Allmon</u>
Phone Number:	
Fax Number:	
Email Address:	<u>jenny.allmon@charcoal.com</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DNR211053

Date: October 20, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Pearl Gate Construction, Inc</u>
Firm Address:	<u>7 Anchors Way Winfield, WV 25213</u>
Representative Attending:	<u>Chris Brown</u>
Phone Number:	<u>304-539-8777</u>
Fax Number:	<u>304-785-4885</u>
Email Address:	<u>cbrown10@yahoo.com</u>

Firm Name:	<u>GLADY ROOFING / CONSTRUCTION</u>
Firm Address:	<u>1127 STARBUCK RD BERKELEY W.V. 25901</u>
Representative Attending:	<u>KEITH COTTLE</u>
Phone Number:	<u>304-275-8708 / 304-255-5622</u>
Fax Number:	<u>304-255-5622</u>
Email Address:	<u>N/A</u>

Firm Name:	<u>B.J. Smith, Inc. dba Capital Builders</u>
Firm Address:	<u>4008 5th Street Rd Huntington WV 25701</u>
Representative Attending:	<u>Brenda L. Blower</u>
Phone Number:	<u>(304) 697-5009</u>
Fax Number:	<u>(304) 697-5004</u>
Email Address:	<u>bblower.gocapitalbuild@shdcm.com</u>

Firm Name:	<u>Daan Hill Const. Co</u>
Firm Address:	<u>P.O. Box 685 Canley Road, WV</u>
Representative Attending:	<u>Daan Hill</u>
Phone Number:	<u>632-1600</u>
Fax Number:	<u>632-1381</u>
Email Address:	<u>rdanhill@earthlink.net</u>
Firm Name:	<u>Contractor arrived at 1:30 pm at the end of the mandatory pre-bid.</u>
Firm Address:	<u>Amptand White Ferry</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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

Request for Quotation

BFO NUMBER
 DNR211053

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

C09123150
 A.J. Smith, Inc. dba Capital Builders
 4008 5th Street Road
 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES

2006 ROBERT C. BYRD DRIVE
 BECKLEY, WV
 25801 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/05/2010				

BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO REVISE TO THE SPECIFICATIONS AND TO EXTEND THE NOTICE TO PROCEED TO 180 DAYS PER THE ATTACHED.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211053 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 17, 2010
TITLE President	FEIN 55-0735961	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

DNR211053-West Virginia Division of Natural Resources
District IV Facility Improvements
ADDENDUM NUMBER TWO

The purpose of this addendum is to remove certain items from the scope of work and to provide for the installation of additional items. Also, to designate that the color of all corner posts, door and window casings, pilasters, fasciae, moldings and trim and vinyl siding are to be white. The addendum also extends the number of calendar days after the Notice to Proceed is received to 180 calendar days.

Page 16:

Accessories:

The following items will be deleted from the scope of work:

3. Entrance and window pediments
5. Shutters
6. Louvers with insect screens

The following items are to be added to the scope of work:

9. Replacement of four (4) columns on the front porch of the Law Enforcement Building with four (4) 4-inch (4") aluminum columns.
10. Replacement of six (6) stairway posts with six (6) four-inch (4") treated wood posts wrapped in vinyl set on a footing or cleat on the Storage/Maintenance Building.
11. Replacement of ten windows, approximately 36" x 64", with sliding insulated vinyl double-pane windows in the Storage/Maintenance Building. Window installation will include all work required to trim the windows on both the interior and exterior. Bidder will be responsible for taking their own measurements on work.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

DUPLICATE

Number: WV032728

Classification:

GENERAL BUILDING

A J SMITH INC
DBA CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON, WV 25701-9545

Date Issued

JULY 09, 2010

Expiration Date

JULY 09, 2011



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

WORK FORCE

West Virginia
USA

Joe Manchin III, Governor
Russell L. Fry, Acting Executive Director
Kelley Goes, Cabinet Secretary

October 19, 2009

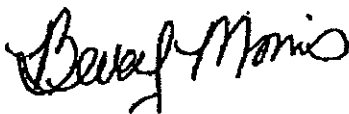
A.J. SMITH, INC., DBA
CAPITAL BUILDERS, INC.
4008 FIFTH STREET ROAD
HUNTINGTON WV 24701

Account Number: 40620-1

Dear Employer:

Workforce West Virginia has, at your request, researched their records and has found this account is in compliance with the West Virginia Unemployment Compensation Law.

Very truly yours,



Beverly Morris
Assistant Director

cac

Audit and Compliance Section, Unemployment Compensation Division
112 California Avenue, Charleston, WV 25305-0112
304-558-2451

An agency of the Department of Commerce
Equal opportunity/employer/program and auxiliary aids are available upon request to individuals with disabilities.

2009

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2011

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**A J SMITH INC
DBA CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON, WV 25701-9545**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1043-2500

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

August 5, 2010

A. J. Smith Inc DBA
Capital Builders
4008 Fifth Street Road
Huntington WV 25701

Account Number: 40620-1

Dear Employer:

Workforce West Virginia has, at your request, researched their records and has found this account is in compliance with the West Virginia Unemployment Compensation Law.

Very truly yours,



Beverly Morris
Assistant Director

ds

RECEIVED
AUG 06 2010

.....

2009

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2011

BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
**A J SMITH INC
DBA CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON, WV 25701-9545**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1043-2500**
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CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**



State of West Virginia

BUREAU OF EMPLOYMENT PROGRAMS

CHARLESTON, WEST VIRGINIA APRIL 13, 2004

THIS IS TO CERTIFY THAT

A.J. SMITH, INC., DBA
CAPITAL BUILDERS, INC.

OF

HUNTINGTON, WV

HAS BEEN REGISTERED WITH THE WEST VIRGINIA BUREAU OF
EMPLOYMENT PROGRAMS AS AN EMPLOYER UNDER THE
PROVISIONS OF THE WEST VIRGINIA UNEMPLOYMENT
COMPENSATION LAW AND HAS BEEN ASSIGNED THE ACCOUNT
NUMBER 000040620-1

A handwritten signature in cursive script, reading "Luetta Muzzele".

Acting Commissioner



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10039658-06
POLICY NUMBER: WC10039658-07

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED:
AJ SMITH INC
CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON WV 25701-9545

PRODUCER:
PUTNAM AGENCY
101 FIFTH AVE.
SECOND FLOOR
(304)522-6555
HUNTINGTON WV 25701

DIRECT BILL

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 04/05/2010 to 04/05/2011 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 3 columns: Injury Type, Amount, and Limit/Employee. Rows include Bodily Injury by Accident, Bodily Injury by Disease, and Bodily Injury by Disease with corresponding amounts and limits.

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance WC 99 03 05.

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 03/09/2010
ISSUING OFFICE: Charleston, WV
PRODUCER: PUTNAM AGENCY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A. J. Smith, Inc. dba Capital Builders, Inc.
of Huntington, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
RFQ #DNR211053 - Install Vinyl Siding & Gutters on Two Buildings at The Division's Office Complex at Beckley,
WV - According to Plans & Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
17th day of November, 2010.

Principal Corporate Seal

A. J. Smith, Inc. dba Capital Builders, Inc.
(Name of Principal)

By B. J. Burgess
B. J. Burgess (Must be President or
Vice President)

President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By Patricia A. Moye
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make constitute and appoint: Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY
Corporate Seals



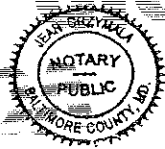
By: 
Peter W. Carman, Vice President

State of Maryland
County of Baltimore SS

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature 
My commission expires the 15th day of December, 2012

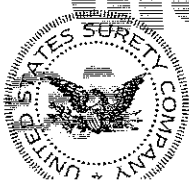


I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 17th day of November, 2008.


Carol T. Nevin, Assistant Secretary

Corporate Seals





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

STATE OF West Virginia

COUNTY OF Wayne, TO-WIT:

I, B. L. Blower, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A.J. Smith, Inc. dba Capital Builders; and,
(Company Name)
- 2. I do hereby attest that A.J. Smith, Inc. dba Capital Builders
(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.

A.J. Smith, Inc. dba Capital Builders
(Company Name)


By: B. J. Burgess
B. J. Burgess

Title: President

Date: November 17, 2010

Taken, subscribed and sworn to before me this 17th day of November, 2010.

By Commission expires November 6, 2019

(Seal)  OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
William A. Herring
A.J. Smith, Inc. dba Capital Builders
4008 6th Street Road
Martinsburg, WV 25701

William A. Herring
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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.

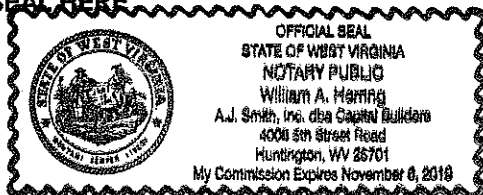
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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 exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: A.J. Smith, Inc. dba Capital BuildersAuthorized Signature: *B. J. Burgess* Date: November 17, 2010
B. J. Burgess PresidentState of West VirginiaCounty of Wayne, to-wit:Taken, subscribed, and sworn to before me this 17th day of November, 2010.My Commission expires November 6, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *William A. Harris*