

A. Durer, Inc.
Contractor # WV043370

To: Bid Clerk **From:** Chris Myers

Company: State Of West Virginia **Pages:** 5 (Including Cover)

Fax: 304-558-3970 **Date:** 2/15/12

Re: **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**

Attached is our proposal for RFQ# 70125003.

Contractor Name: A. Durer Inc.

Contractor License #: WV043370

Buyer: Alan Cummings-File 33

Bid Opening Date: 2/15/2012

Bid Opening Time: 1:30 P.M.

We acknowledge receipt of Addendum #1 and have made the necessary revisions to our proposal.

Please contact Chris Myers concerning this quote at 304-826-0225.

RECEIVED
 FEB 15 12:41
 STATE DIVISION
 STATE OF WV

Cost Sheet

RFQ#: 70125003

Item Number	Estimated Quantity	Description	Cost
1	1	Packaged Rooftop Air Cond./w vairable air volume system Brand: <i>Tone</i> Model: <i>RTV: YEH180E3HE</i>	\$ <i>62,735.00</i>
2		<i>VVT Boxes: VADB08, VARA16</i> Labor (All inclusive amount)	\$ <i>27,770.00</i>
3		Hardware/Supplies (All inclusive amount)	\$ <i>2,495.00</i>
		Total Amount	\$ <i>93,000.00</i>

Quoted pricing must be all inclusive.
Award will be based on lowest total cost.

Vendor: *A Durer Inc*

Vendor signature: *Christina P. Myers*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A. Durer Inc
of 425 Industrial Ave Morgantown WV 26505, as Principal, and Great American Ins
Co of 301 E 4th St, Cincinnati OH, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent 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
Division of Highways Equipment Division - Buckhannon Office

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
15th day of February, 2012.

Principal Corporate Seal

A. Durer Inc
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Great American Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact
(Denise Deem)

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

No. 0 20180

POWER OF ATTORNEY

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

Name	Address	Limit of Power
RANDALL COBER	ALL OF	ALL
DOLORES JANE MARTIN	MORGANTOWN, WEST VIRGINIA	\$50,000,000.
LINDA ZANNIER		
DENISE DEEM		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of JULY 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 12TH day of JULY, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

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

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

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of February, 2012



Steph L. C. B.
Assistant Secretary

RFQ No. 70125003

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 SIGNATURE

Vendor's Name: A. Durr Inc.

Authorized Signature: *Christob [Signature]* Date: 2/15/12

State of West Virginia

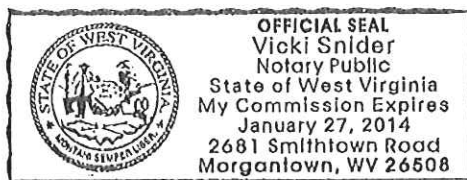
County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 15th day of February, 2012.

My Commission expires Jan. 27, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC *Vicki Snider*



Purchasing Affidavit (Revised 12/15/09)



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

STATE OF West Virginia

COUNTY OF Monongalia, TO-WIT:

I, Christopher Myers, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A. Durer Inc.; and,
(Company Name)
- 2. I do hereby attest that A. Durer Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

A. Durer Inc.
(Company Name)

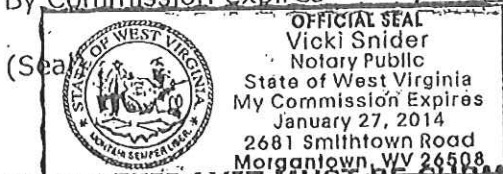
By: Christopher Myers

Title: General Manager

Date: 2/15/12

Taken, subscribed and sworn to before me this 15th day of February, 2012

By Commission expires 1/27/2014



Vicki Snider
(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.

Rev March 2009