



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

Solicitation

NUMBER
DEFK14010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE
 N-Powell Company, Inc.
 P.O. Box 239
 3828 Main Street
 Weirton, WV 26062

V
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D
O
R

SHIP TO
 DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 605 26TH STREET
 DUNBAR, WV
 25064 341-6368

DATE PRINTED
09/04/2013

BID OPENING DATE: 09/24/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 09/13/2013 AT 10:00 AM AT THE DUNBAR ARMORY LOCATE AT 605 26TH STREET DUNBAR, WV 25064 ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. ***** PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM THE ARCHITECT - JERRY GOFF ARCHITECTURE 100 FIRST AVENUE P.O. BOX 1356 ST. ALBANS, WV 25177 PHONE: 304-722-3379 FAX: 304-722-3370 *****						
0001	1	JB		968-42	\$201,000.00	\$201,000.00
09/24/13 01:19:14 PM West Virginia Purchasing Division						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-748-3338	DATE Sept. 24, 2013
TITLE President	FEIN 47-0947745	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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TARA LYLE 304-558-2544

VENDOR	RFQ COPY
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	P.O. Box 239
	3828 Main Street Weirton, WV 26062

SHIP TO	DIV ENGINEERING & FACILITIES
	NATIONAL GUARD ARMORY
	605 26TH STREET
	DUNBAR, WV
	25064 341-6368

DATE PRINTED
09/04/2013

BID OPENING DATE: 09/24/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV NATIONAL GUARD, DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS FOR RENOVATIONS AND UPGRADE TO THE ELECTRICAL SERVICE AT THE DUNBAR ARMORY LOCATED AT 605 26TH STREET DUNBAR, WV 25064, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY) 4. DEFK14010 SPECIFICATIONS 5. CERTIFICATION AND SIGNATURE PAGE 6. PURCHASING AFFIDAVIT 7. DRUG-FREE WORKPLACE AFFIDAVIT 8. BID BOND INSTRUCTIONS 9. BID BOND FORM 10. WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM 						
<p>***** THIS IS THE END OF RFQ DEFK14010 ***** TOTAL:</p> <p style="text-align: right;">Two hundred one thousand and ⁰⁰/₁₀₀ dollars</p>						<p style="text-align: right;">\$ 201,000.00</p>

SIGNATURE <i>Michael S. [Signature]</i>	TELEPHONE 304-748-3338	DATE Sept. 24, 2013
TITLE President	FEIN 47-0947745	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: N-Powell Company, Inc.

Contractor's License No. WV 037247

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

DEFK14010

SECTION I - BID FORM: BASE BID and ALTERNATES

Dated: Sept. 24, 2013
Submitted by Bidder: N-Powell Company, Inc.
West Virginia Contractor's License Number: WV 037247

**For: DUNBAR ARMORY RENOVATION & ELECTRIC SERVICE UPGRADE
DUNBAR, WEST VIRGINIA**

QUALIFICATIONS FOR BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

Submitted To:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete Renovation and Electric Service Upgrade of the Dunbar Armory in Dunbar, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

Bid Item No. 1 - BASE BID:

Two hundred one thousand and ⁰⁰/₁₀₀ dollars
.....\$ 201,000.⁰⁰

(The Base Bid includes all work including allowances indicated in Drawings and Specifications, EXCEPT work indicated under Alternate Bid Items described in Section II of the Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates that the Owner may select. ('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

DEFK14010

ALTERNATES:

Bid Item No. 2 - Alternate No. 1: Fire Alarm and Telecommunications Systems:

ADD the sum of: *Eighteen thousand and 00/100* dollars\$ 18,000.00

Bid Item No. 3 - Alternate No. 2: Office Renovation:

ADD the sum of: *Eight thousand Five hundred and 00/100* dollars\$ 8500.00

Bid Item No. 4 - Alternate No. 3 Concrete Entry, Storm Repair & Rip-rapping:

ADD the sum of: *Nineteen thousand and 00/100* dollars\$ 19,000.00

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than One-hundred Twenty (120) Calendar Days from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Base Bid shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

No. 1 _____
Sept. 17, 2013 _____

SIGNATURE OF BIDDER:

Firm: N-Powell Company, Inc. By: *Merrill Mowbray*
 Address: P.O. Box 239 Title: President
 Address: 3828 Main Street Phone: 304-748-3338
 Address: Weirton, WV 26062 Fax: 304-748-2307
 Tax Cert. # 47-0947745

END OF SECTION I

SECTION II - BID ITEM DESCRIPTIONS

SECTION II - ALTERNATE BID ITEMS**Bid Item 2: Alternate No. 1 - Fire Alarm & Telecommunication Systems****Unit:** Lump Sum (LS)**Description:** This work consists of all work for Fire Alarm system, Telecommunication system, as indicated as Alternate No. 1 on 'E' Drawings and Specifications.**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.**Bid Item 3: Alternate No. 2 - Office Renovation****Unit:** Lump Sum (LS)**Description:** This work consists of all work to construction new drywall partition to develop Offices R-03 and R-04 and new door, frame and hardware assembly at Office R-02 complete. Move, relocate, adjust, replace and provide all work required to complete the work at no additional costs to the Owner.**Measurement:** There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.**Bid Item 4: Alternate No. 3 - Concrete Entry Pad, Storm Line Repair & Rip-rapping****Unit:** Lump Sum (LS)**Description:** This work consists of all work to remove existing Concrete Entry Pad, repair damaged storm drainage system, construct new concrete Entry Pad and construct concrete headwall and stone rip-rapping drainage system as indicated on Drawings and Specifications. Include an Allowance of one-hundred fifty (150) square yards of stone rip-rapping in bid proposal.

Under this Alternate, the work is to repair of conditions that have resulted in settlement of the existing concrete Entry Pad. Conditions are concealed and will require demolishing of existing concrete, masonry and excavations will be required to fully determine the scope of repairs required. The Contractor shall coordinate this work with the Architect to investigate existing conditions and cause of settlement.

Measurement: There will be no direct measurement of materials, labor, equipment, and services provided by the Contractor in the execution of this item.**Payment:** Payment will be made in accordance with percentage of completion of work for the approved schedule of values for such work.

END OF SECTION II

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV037247

Classification:

GENERAL BUILDING

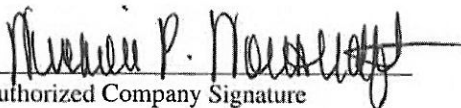
N-POWELL COMPANY INC
DBA N-POWELL COMPANY INC
PO BOX 239
WEIRTON, WV 26062


Date Issued

Expiration Date

JULY 12, 2013

JULY 12, 2014


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.

000034

Agency _____
REQ.P.O.# DEFK14010

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, N-Powell Company, Inc.
of Weirton, West Virginia, as Principal, and Western Surety Company
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Bid (\$ _____) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Renovations and Upgrade to the Electrical Service at the Dunbar Armory, Solicitation Number DEFK14010

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 24 day of September, 2013.

Principal Seal

N-Powell Company, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
[Signature]
Maggie Loeser Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark N Coleman, Frank P Middelberg, Kyp L Ross, Lori A Proch, Gary E Roadruck, Robert W Lampus, Faith A Studeny, Kathy Van Tassel, Linda M Cowin, Louis A Colagrossi, Sandy Kruger, Maggie Loeser, Individually

of Cleveland, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

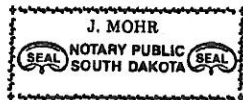
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24 day of September, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2012

ASSETS

Bonds	\$1,544,217,378
Stocks	23,405,721
Cash and short-term investments	85,332,658
Uncollected premiums and agents' balances	32,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax asset	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	5,203,942
Total Assets	<u><u>\$1,732,544,110</u></u>

LIABILITIES AND SURPLUS

Losses	\$310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,795
Other liabilities	31,210,018
Total Liabilities	<u><u>680,145,567</u></u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,836	
Unassigned funds	<u>768,326,707</u>	
Surplus as regards policyholders		\$1,052,398,543
Total Liabilities and Capital		<u><u>\$1,732,544,110</u></u>



I, Ol B. Magara, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By *[Signature]*
Assistant Vice President

Subscribed and sworn to me this 25th day of March, 2013.

My commission expires: "OFFICIAL SEAL"
KATHLEEN M. SCHROEDER
Notary Public, State of Illinois
My Commission Expires 08/16/15

Kathleen M Schroeder
Notary Public



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

STATE OF West Virginia

COUNTY OF Brooke, TO-WIT:

I, Nichole P. Northcraft, after being first duly sworn, depose and state as follows:

1. I am an employee of N-Powell Company, Inc.; and,
(Company Name)

2. I do hereby attest that N-Powell Company, 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.

N-Powell Company, Inc.
(Company Name)

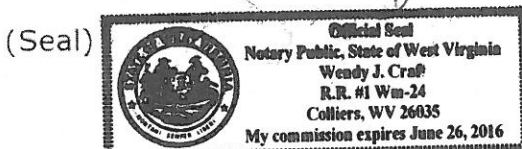
By: *Michael A. M... [Signature]*

Title: President

Date: Sept. 24, 2013

Taken, subscribed and sworn to before me this 24 day of Sept. 2013.

By Commission expires June 26, 2014



Wendy J. Craft
(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

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: N-Powell Company, Inc.

Authorized Signature: *Michele P. Newberry* Date: Sept. 24, 2013

State of West Virginia

County of Brooke, to-wit:

Taken, subscribed, and sworn to before me this 24 day of September, 2013.

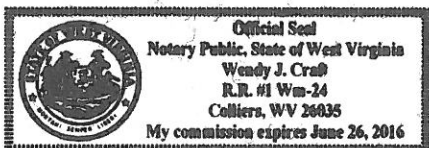
My Commission expires June 26, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

Wendy J Craft

Purchasing Affidavit (Revised 07/01/2012)

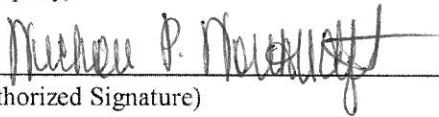


CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

N-Powell Company, Inc.

(Company)



(Authorized Signature)

Nichole P. Northcraft, President

(Representative Name, Title)

304-748-3338

(Phone Number)

304-748-2307

(Fax Number)

Sept. 24, 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEFK14010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

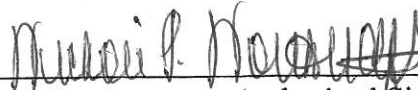
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

N-Powell Company, Inc.

Company



Authorized Signature

Sept. 24, 2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.