



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
CHA0701

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
BUMGARDNER ENTERPRISES
915 GRANT STREET
CHARLESTON, WV 25302-1511

SHIP TO

COAL HERITAGE TRAIL AUTHORITY
NATIONAL COAL HERITAGE AREA AU
POST OFFICE BOX 5176
104 WILSON STREET
BECKLEY WV
25801-5176 304-256-6941

DATE PRINTED 07/31/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		785-43		
<p>TWO TRAVELING EXHIBITS</p> <p>DEVELOPMENT AND PRODUCTION OF TWO (2) TRAVELING EXHIBITS TENTATIVELY TITLES (1) NATIONAL COAL HERITAGE AREA AND (2) UNDERGROUND COAL MINING: THEN AND NOW.</p> <p>PER THE ATTACHED SPECIFICATIONS</p> <p>QUESTIONS CONCERNING THE SPECIFICATIONS MUST BE SUBMITTED IN WRITING NO LATER THAT 4:00 PM ON 8/10/06 TO THE FOLLOWING:</p> <p>RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RPRICE@WVADMIN.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Stacy A. Sigurdson</i>	TELEPHONE 304-345-5099	DATE 8/21/06
TITLE OWNER	FEIN 23-684-0060	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F O B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
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 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 BUMGARDNER ENTERPRISES
 915 GRANT STREET
 CHARLESTON, WV 25302-1511

SHIP TO

COAL HERITAGE TRAIL AUTHORITY
 NATIONAL COAL HERITAGE AREA AU
 POST OFFICE BOX 5176
 104 WILSON STREET
 BECKLEY WV
 25801-5176 304-256-6941

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/31/2006				
BID OPENING DATE		BID OPENING TIME		
08/24/2006		01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>John A. Bynum</i>	304-345-5499	8/21/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Owner	23-684-0060	

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

BUMBARDNER ENTERPRISES
915 GRANT STREET
CHARLESTON, WV 25302-1511

SHIP TO

COAL HERITAGE TRAIL AUTHORITY
NATIONAL COAL HERITAGE AREA AU
POST OFFICE BOX 5176
104 WILSON STREET
BECKLEY WV
25801-5176 304-256-6941

DATE PRINTED 07/31/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shy AA</i>	TELEPHONE 304-345-5899	DATE 8/21/06
TITLE Owner	FEIN 23-689-0060	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration
 Purchasing Division
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4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RDN PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
BUMGARDNER ENTERPRISES
915 GRANT STREET
CHARLESTON, WV 25302-1511

SHIP TO

COAL HERITAGE TRAIL AUTHORITY
 NATIONAL COAL HERITAGE AREA AU
 POST OFFICE BOX 5176
 104 WILSON STREET
 BECKLEY WV
 25801-5176 304-256-6941

DATE PRINTED 07/31/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/24/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DIVISION IN WRITING IMMEDIATELY. BIDDER: <u>BUMGARDNER ENTERPRISES</u> DATE: <u>8/21/2006</u> SIGNED: <u>Sty A Bumgardner</u> TITLE: <u>OWNER</u> * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Sty A Bumgardner</u>	TELEPHONE <u>304-345-5899</u>	DATE <u>8/21/06</u>
TITLE <u>OWNER</u>	FEIN <u>23-684-0060</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

RFO NUMBER
CHA0701

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE
 BUNGALOWER ENTERPRISES
 915 GRANT STREET
 CHARLESTON, WV 25302-1511

SHIP TO
 COAL HERITAGE TRAIL AUTHORITY
 NATIONAL COAL HERITAGE AREA AU
 POST OFFICE BOX 5176
 104 WILSON STREET
 BECKLEY WV
 25801-5176 304-256-6941

DATE PRINTED 07/31/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/24/2006		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER: RP-41						
RFQ. NO.: CHA0701						
BID OPENING DATE AND TIME						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					304-342-9401	
CONTACT PERSON (PLEASE PRINT CLEARLY):					STANLEY BUNGALOWER	
***** THIS IS THE END OF RFQ CHA0701 ***** TOTAL:						\$61,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shy Adams</i>	TELEPHONE 304-345-5899	DATE 8/21/06
TITLE OWNER	FAX 304-684-0060	ADDRESS CHANGES TO BE NOTED ABOVE

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

The National Coal Heritage Area (hereafter "Owner") is requesting quotations for two traveling exhibits, tentatively titled (1) "National Coal Heritage Area" and (2) "Underground Coal Mining: Then and Now." They principally will be used for outdoor fairs and festivals and indoor trade shows and conferences.

Description of Items

Exhibit One: National Coal Heritage Exhibit

The National Coal Heritage Area exhibit will have two components that can be used independently or incorporated into one display. The appearance of both components should resemble textured coal, with graphics and other elements mounted to or incorporated into the coal. Both components need to be freestanding and fit within one 10' x 10' space and at least 7' in height.

The first component will feature an overview of the National Coal Heritage Area, including four-color graphics and text. It will be 10' linear feet, designed to occupy the back wall of a trade show booth. This component will need to have the ability to stand on its own and/or be hung from a back wall (or similar).

The second component will be a history exhibit covering four themes related to southern West Virginia and the National Coal Heritage Area—to be determined after the contract is awarded. It will feature four-color graphics and text on all sides and occupy a 4' x 4' area in the middle of the booth. It also will include two (2) side walls—each 10 linear feet—that connect with component one. This center area will include between 5 and 10 historic artifacts, representative of the National Coal Heritage Area's themes, to be displayed in secure, museum-standard artifact cases.

The Owner will provide two (2) 19" LCD panels and two (2) DVD players. The Vendor will be responsible for designing these into the exhibit. The LCD panels will include historic images (no audio) rotating in a PowerPoint program. The Vendor will be responsible for developing these presentations.

Exhibit Two: Underground Mining: Then and Now Exhibit

Exhibit Two will demonstrate how the technology of underground coal mining has changed from the hand-loading era to today. It will include elements of 3-D modeling of mining equipment and landscape, historic artifacts, and photos. It will occupy a 15' x 15' space and stand at least 7' in height. The Vendor must design and provide themed lights (e.g., historical coal lamps). It will be freestanding, with a configuration to be determined between the Owner and Vendor after the contract is awarded. This exhibit will include between 5 and 10 historic artifacts, representative of the development of coal mining technology, to be displayed in

secure, museum-standard artifact cases. Some of the more sturdy artifacts may be mounted without cases but still installed in a secure manner.

The Owner will provide one (1) 19" LCD panel and one (1) DVD player. The Vendor will be responsible for designing these into the exhibit. The LCD panels will include historic images and film footage. The vendor will be responsible for developing a 10-minute DVD presentation, with audio, on the development of mining technology. The final DVD product must be approved by the Owner.

Minimum Requirements for Both Exhibits

It is essential that all aspects be packaged for easy transportation and installation. It is intended that one person can assemble either exhibit in less than two (2) hours. As such, the core of the displays will consist of aluminum truss (or similar lightweight material), with all graphics, themed elements, artifact cases, etc., mounted to or embedded into the displays. It must be possible to break down the exhibit into crates that weight no more than 30 pounds and can fit through 36"-wide doors. All of the crates must fit into a 44"-wide x 64"-deep x 33"-high storage/transportation space.

Both exhibits will include detachable museum-standard lights. All exhibit lighting should be themed (e.g., appear as historic coal lamps), as determined by the Owner and vendor after the contract is awarded.

At least four (4) brochure racks should be designed into both exhibits, totaling eight (8) for the contract. Since these displays will be used outdoors occasionally, the vendor must provide some types of weights and/or spikes to anchor the exhibit, brochures, and any other materials that could be affected by wind and other elements (e.g., rain). It will include vinyl (or similar waterproof) graphics and text.

Artifact cases must consist of, at the minimum, 1/4" Lexan with polished, rounded edges; security screws; laminated (laminates to be determined) 3/4" plywood base. Mounts must be designed and fabricated based upon museum standards for specific types/materials of artifacts.

After completion of each exhibit, the vendor shall provide the Owner with a user manual explaining installation of all exhibit elements and troubleshooting guidelines.

1. The Vendor will provide all labor necessary to fabricate the two exhibits. This will include designing, writing, fabricating, and final product-testing.
2. The Vendor will be responsible for providing all exhibit materials with the exception of historic photos (including rights/permissions), artifacts, LCD panels, and DVD players. While the Owner will purchase historic photos and artifacts, the Vendor will advise the Owner on each of these items.
3. The Vendor will provide all themed lighting related specifically to the exhibit.
4. The Vendor will provide all artifact cases.
5. The Vendor will be responsible for the cost of any travel associated, including mandatory meetings listed in the Delivery Date section below.
6. The Vendor will be responsible for researching all content—both about the National Coal Heritage Area and historical elements. The Vendor shall write and revise all text until approved by the National Coal Heritage Area.
7. The Vendor will be responsible for creating two rotating slide shows (no audio) in PowerPoint. They must be set up in a way that allows the Owner to update the images and information easily. The Vendor also will be responsible for providing a 10-minute DVD (Exhibit Two) on the development of mining technology.

Delivery Date

The two exhibits will be developed separately. The delivery date of Exhibit One will be no more than 90 days after the notice to proceed. The delivery date of Exhibit Two will be no more than 270 days after the notice to proceed or June 1, 2007, whichever date occurs first.

The work on both exhibits will include five (5) meetings between the Owner and Vendor, totaling ten (10) meetings over the course of the contract. Note that all meetings will be held at the Owner's offices in Beckley, West Virginia, unless an alternate site is agreed upon by both the Owner and Vendor. At each of these stages, the Owner will review the Vendor's work and approve and/or suggest revisions for elements.

Each of the meetings listed are one day. Some of these meetings may be combined and/or held via teleconferencing, if agreed upon by the Owner and Vendor. At each meeting, the Owner will review the work to date, officially approve elements and suggest changes. The Vendor will be in regular contact with the Owner between meetings via phone and e-mail.

Bid Price

Vendors responding to this RFQ shall submit a flat-fee sum for completion of the two exhibits. Exactly 50% of the contract amount shall be paid to the Vendor as a flat fee upon written acceptance of Exhibit One. The final 50% will be remitted upon written acceptance of Exhibit Two.

Vendor Requirement

To ensure the preservation and security of historic artifacts used in these exhibits, any Vendor responding to this request for quotation must have experience handling, mounting, and lighting historic artifacts in a museum-like setting. It is recommended that each Vendor submit material with their bid demonstrating proven experience in this area for any individual who will be fabricating the exhibits. This experience must include, but is not limited to, the following prerequisites: handling artifacts in a museum-approved manner, building/installing secure artifact cases, installing artifacts on museum-standard mounts, and installing/directing lights in a manner that does not damage the artifacts.

COAL HERITAGE HIGHWAY AUTHORITIES
PROMOTIONAL SERVICES

PROPOSAL FORM

Vendor Name: BUMGARDNER ENTERPRISES

Address: 915 GRANT STREET

City: CHARLESTON State: WV ZIP: 25302-1511

Vendor FEIN: 23-684-0060

Vendor Phone: 304-549-2962 Vendor Fax: 304-342-9401

Contact Person Name: Stanley Phone: 304-549-2962
BUMGARDNER

Vendor Signature: Sty A Boyle

Date Proposal Prepared: 8 / 21 / 2006

I. TRANSMITTAL INFORMATION

By submission of this Proposal Form for Coal Heritage Highway Authorities the vendor hereby covenants and agrees:

- 1 to be bound by the terms and conditions of the proposal/bid, as well as the terms and conditions of the RFQ Coal Heritage Highway Authorities, any addenda thereto, and any purchase order/contract that may be issued thereto;
- 2 that the person signing the Proposal Form and/or submitting this Proposal Form is authorized to bind the vendor to the proposal/bid;
- 3 that this proposal/bid shall remain valid for a period of ninety (90) days after the proposal opening date for Coal Heritage Highway Authorities; and
4. the vendor specified in this proposal/bid shall comply with all the requirements in the RFQ

Any exception to the terms and conditions of RFQ Coal Heritage Highway Authority and any addenda thereto must be submitted with this proposal as an attachment. Any contract you desire to have executed and any exception you offer must comply with the law, rules and policies of the Purchasing Division, including the WV-96, which is attached hereto. This proposal is not considered by the State as contingent upon the State's acceptance of any offered exception or proposed revision, and the State assumes no obligation to accept or negotiate terms and conditions or contract with the vendor.

COST PROPOSAL FORM

Coal Heritage Highway Authorities
Development and Production of Traveling Exhibits

Vendor Name: BUMGARDNER ENTERPRISES

I. Information

Vendors responding to the RFQ shall submit a flat fee sum for completion two exhibits.

Amount quoted must be all-inclusive. No additional amounts, such as for travel or overhead, will be paid to the vendor

Flat Rate for entire scope of work as specified.

\$ 61,500.00

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3 **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4 **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears
- 6 **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7 **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted
- 8 **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default
- 9 **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted
- 10 **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted
- 11 **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void
- 12 **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property
- 14 **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15 **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted
- 18 **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20 **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: BUMGARDNER ENTERPRISES

Signed: _____

Signed: Sty A Bush

Title: _____

Title: OWNER

Date: _____

Date: 8/21/06

Vendor Requirement

The two individuals responsible for handling, mounting, and lighting the exhibit artifacts will be Stanley Bumgardner, the owner of Bumgardner Enterprises, and Darren Husband, a subcontractor. Bumgardner was the assistant director and later acting director of the West Virginia Division of Culture and History's Museums section. In this capacity, he helped design and install 11 exhibits, all but one of which included handling, mounting, and lighting historical artifacts.

On these projects, Bumgardner collaborated with Husband, the division's traveling exhibition coordinator. Husband meets the same pre-requisites in addition to extensive experience building artifact cases and lighting artifacts in a manner that preserves the historic artifacts.

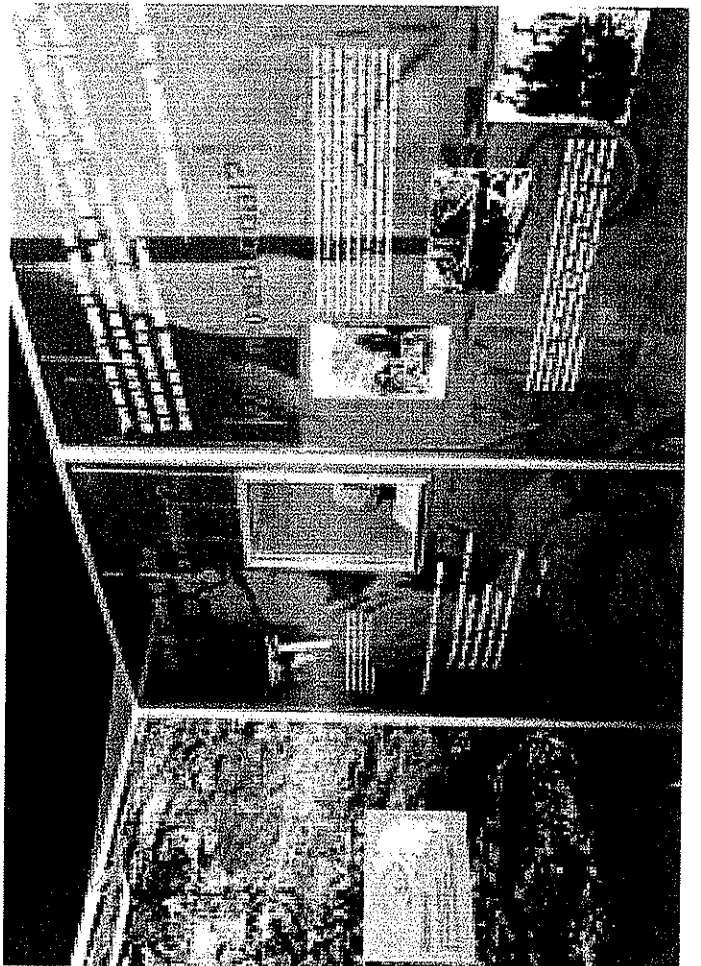
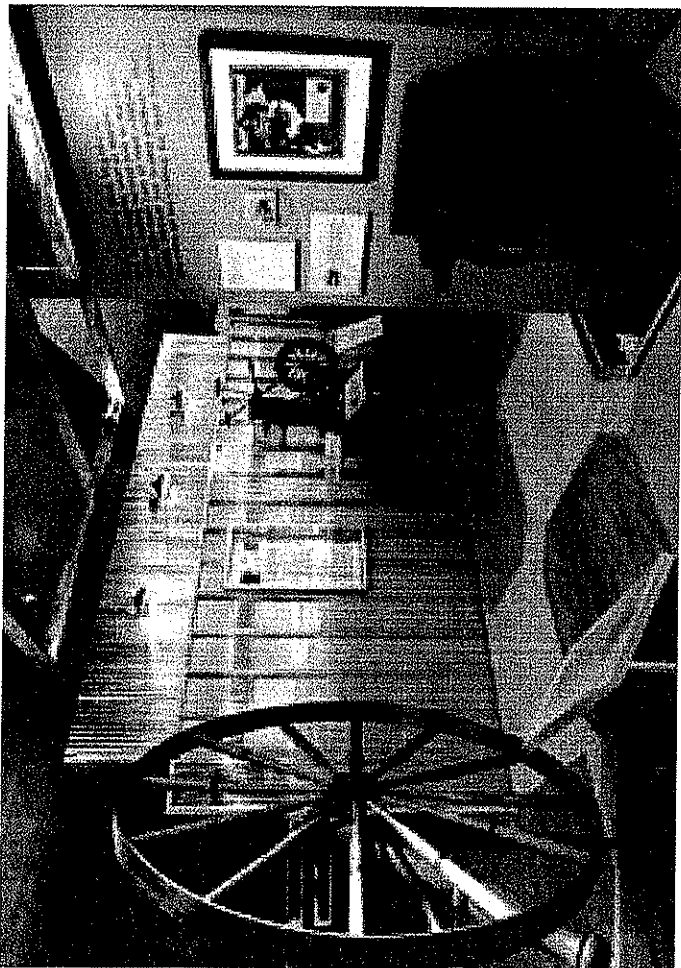
Attached are images of an exhibit at Museum in the Park at Chief Logan State Park and a traveling coal exhibit that Bumgardner and Husband developed. The images show examples of artifact mounts, cases, and lighting designed and built by Bumgardner and Husband.

Stanley A. Bumgardner, OWNER

BUMGARDNER ENTERPRISES

915 GRANT STREET

CHARLESTON, WV 25302-1511



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 owned 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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: BUMBALDNER ENTERPRISES

Authorized Signature: STANLEY BUMBALDNER, OWNER Date: 8/21/06

Stanley A. Bumbalder