



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

Request for Quotation

RFO NUMBER
HHR70056

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**ROBERTA WAGNER
 304-558-0067**

NITRO

*709045003 304-755-3483
NITRO ACOUSTICS INC
318 PICKENS ROAD PO BOX 652
NITRO WV 25143

SHIP TO

HEALTH AND HUMAN RESOURCES
BUILDING MANAGEMENT
ROOM B29
350 CAPITOL STREET
CHARLESTON, WV
25301-3700 304-558-0234

DATE PRINTED 12/13/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/09/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-65		
CONTRACT FOR INTERIOR RENOVATIONS TO CONFERENCE ROOM LIFE OF CONTRACT: 2/16/2007 - 3/2/2007 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES TO RENOVATE A LARGE CONFERENCE ROOM AND A CUSTOMER SERVICE AREA IN THE OFFICE BUILDING COMMONLY KNOWN AS THE DHHR DIAMOND BUILDING AT 350 CAPITOL STREET, CHARLESTON, WV. RENOVATIONS WILL INVOLVE FLOOR COVERING, PAINTING, INSTALLATION OF CHAIR RAIL AND THE REPLACEMENT OF A FOLDING PARTITION. SEE ATTACHED SPECIFICATIONS *****NOTICE*****NOTICE***** A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR 12/19/2006, AT 3:00 P.M. IN CONFERENCE ROOM B-10 AT 350 CAPITOL STREET, CHARLESTON, WV. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION. ***** BID BOND REQUIRED WITH BID ***** CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Moore JA</i>	TELEPHONE 304-755-3483	DATE 1-09-07
TITLE VICE PRESIDENT	FEIN 55-0576327	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



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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS WEDNESDAY, DECEMBER 20, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>James Moore Jr</i>	304-755-3483	1-09-07	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VICE PRESIDENT	55-0576327		

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<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BETWEEN 2/16/2007 THROUGH 3/2/2007 BY 4:00 PM. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 KANAWHA 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>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Moore Jr</i>	TELEPHONE 304-755-3483	DATE 1-09-07
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<p>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> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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				<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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</p>		

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MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		X				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
<i>James Moore Jr</i>SIGNATURE						
..NITRO ACOUSTICS, INC.....COMPANY						
..1-09-07.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV						

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<p>25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: NITRO ACOUSTICS, INC.</p> <p>CONTRACTORS LICENSE NO.: WV000928</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 RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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***** THIS IS THE END OF RFQ HHR70056 ***** TOTAL:						<u>\$46,950.00</u>

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Scope of work:

This project is to perform renovations to Waiting Room 151, and Conference Rooms B-10 & 11, located at the WV Department of Health and Human Resources Office Building located at 350 Capitol Street, Charleston, West Virginia 25301.

The successful contractor shall provide all labor, equipment, materials and supplies necessary to perform the renovation of the waiting room and conference room in accordance with the following specifications. The contractor shall be responsible for the removal of all dust and debris associated with this project from the finished worksite.

Project Specifications for the Renovations: (Although brand name specifications are used to identify products with features and/or colors acceptable to the Agency when describing the renovation work, all equal products will be accepted.)

Accordion Partition Door: – Conference Room**Vendor must do the following:**

1. Remove existing accordion partition door and remove from the worksite.
2. Remove and dispose of existing overhead track and install new track and accordion partition door.
3. Install new accordion partition door as per manufacturer's suggestion. Door should be manufactured by Curtition Partitions, Cameleon Series Sound Divider Accordion Doors, Model: VL-8, "or equal", Koroseal Wall Covering – Harborweave II – Color – Feather Dawn 2121-04 "or equal". Door shall provide a Laboratory Sound Transmission Classification (STC) rating of 40. Acoustical rating shall be verified through testing by qualified independent acoustical testing laboratory in accordance with ASTM E90 & ASTM E413 test procedures. Door shall have a manufacturer's warranty against defects in materials and workmanship for a period of 5 years from date of installation. Surface burning rating shall be class A in accordance with ASTM E84. Preparation of the opening shall conform to the criteria set forth per ASTM E557.
4. Repair ceilings if damaged from removal and/or installing accordion partition door. Owner shall furnish ceiling tile to match existing ceiling.

Cabinets: – Conference Room

1. Vendor shall remove existing base cabinets, overhead cabinets and sink. Salvage the sink to be reinstalled by owner. Plumbing and electrical rough-ins are to remain, in a safe and secure manner, for reuse by owner at later date.

Flooring: - Conference Room (2,200 sq.ft.+/-) approximately
Waiting Room (144 sq.ft.+/-) approximately

Vendor must do the following:

1. Vendor shall remove and dispose of all existing floor finish materials and mastic as required for the new installation in the conference room and waiting room. The WV DHHR Office Building, 350 Capitol Street, Charleston, WV has been cleared of all asbestos during the original renovations 6 years ago.

2. Remove all existing vinyl cove base and trim. Repair any damages as necessary before new installations.
3. Install new flooring in accordance to manufactures specifications and in compliance with the WV Fire Marshall's Office standards. Floor covering should be manufactured by Bolon "**or equal**". Bolon Tiles woven vinyl sisal floor have a multi-layer construction and non-directional design as follows:
 - a. Thickness: 3.4 mm
 - b. Size: 19.7" x 19.7"
 - c. Colors:
 - i. Waiting Room: Sisal NaturIndigo #55054141 "**or equal**"
 - ii. Conference Room: Sisal Plain Sand #55054064 & Sisal Plain Mole #55054065 "**or equal**"

Product Testing

1. ASTM E648 Radiant Panel / Flame Spread – Pass; ($.83 \text{ watts/cm}^2$) meets requirements for Class 1
 2. ASTM C662 Flaming Exposure - Pass
 3. ASTM C1028 Slip Coefficient of Friction –Dry=0.7, Wet =0.7
 4. Lead & DEPH free, Class A fire rating, recyclable vinyl, delta-E value of 0.6
4. Install new flooring tiles in alternate colors and in a non-directional pattern (checker board) in conference room.
 5. Install all new wall vinyl cove bases (Manufactured by Johnsonite, Traditional wall base 4" x 4' x 1/8" standard toe, "**or equal**" Color: CRW Mission "**or equal**") in accordance to the manufacture's directions.

Walls: – Conference Room

Vendor must do the following:

1. Patch and repair any and all drywall areas throughout before painting.
2. Paint all walls and doorframes with paint colors per the owner's selection.
3. The Chair Rail is to be installed 28" above finished floor to the bottom of the chair rail to prevent damage from the movement of tables against the wall surface. (Manufactured by Johnsonite, Millwork Contoured wall base 4" Silhouette, "**or equal**", Color: CRW Mission "**or equal**".)
4. Install Chair Rail in accordance to the manufacture's descriptive literature.
5. Removal of all existing corner guards and repair any damages before new installations.
6. Install vinyl transitions strips at all door openings per owner's color selection.

White Boards: – Conference Room**Vendor must do the following:**

1. Remove all white boards and save to be reinstalled.
2. Reinstall white boards as shown per attached drawing.

Dates and Provisions: – Conference Room & Waiting Room

- Work shall start on or after February 16, 2007 and be completed no later than 4:00 pm March 2, 2007.
- Provisions shall be made to control any odors from adhesives and paints. This work may have to be scheduled after normal working hours.
- Work in the Waiting Room will be required to be performed after normal working hours of 8:00 AM to 5:00 PM.

Special Terms and Conditions:

Term of Contract: This contract will be effective February 16, 2006 and shall be completed by 4:00 PM on March 2, 2007.

Wage Rates: The successful vendor shall pay the higher of the US Department of Labor minimum wage rates as established for Kanawha County pursuant to state West Virginia Code 21-5-1, et, seq.

Compliance with Law and Regulations

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. The vendor must be governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules, and policies related to the Department of Health and Human Resources.

Insurance Requirements: Insurance certificates are required prior to award but are not required at the time of bid. Vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. Included in the required insurance coverage shall be the following:

1. For bodily injury (including death): minimum of \$500,000 per person & \$1,000,000 per occurrence.
2. For property damage and liability: minimum of \$250,000 per occurrence.

Prohibition Against Gratuities: Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

Vendor Relationship: The relationship of the Vendor to the State shall be that of an independent Vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent Vendor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Vendor, including any employees of the Vendor, nor subcontractor for the Vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and Vendors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Indemnification: Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any sub vendor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or sub vendors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or sub vendors to observe State and Federal laws, including but not limited to labor and wage laws.

Compliance with Laws and Regulations: Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body. Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

Subcontracts/Joint Ventures: Vendor is solely responsible for all work performed under the contract and shall assume prime Vendor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all sub vendors.

Mandatory Prebid Conference:

A mandatory prebid conference is scheduled on_12/19/2006 at 3:00 P.M.

Location: Conference Room B10 &B11
350 Capitol Street
Charleston, West Virginia

All interested Vendors are required to attend the mandatory prebid conference. Failure to attend the mandatory prebid conference shall automatically result in disqualification. One person cannot represent more than one vendor.

A F F I D A V I T**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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: NITRO ACOUSTICS, INC.

Authorized Signature: James Moore, Jr.

Date: 1-09-07

No Debt Affidavit (Revised 10/13/06)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RD
NITA001

DATE (MM/DD/YYYY)
01/09/07

PRODUCER
George H. Friedlander Co.
PO Box 2466
1566 Kanawha Blvd. E.
Charleston WV 25311
Phone: 304-357-4520 Fax: 304-345-8724

INSURED

Nitro Acoustics Inc.
P. O. Box 652
Nitro WV 25143-0652

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

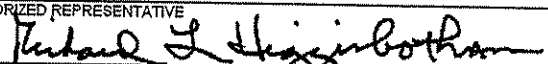
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I-680-19E92174	06/01/06	06/01/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-19E89274	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE	CUP-3715Y67A	06/01/06	06/01/07	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	I-680-19E92174	06/01/06	06/01/07	WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Req # HHR70056, DHR Diamond Building, Charleston, WV

CERTIFICATE HOLDER	CANCELLATION
WVDAP01 State of West Virginia Health & Human Resources Purchasing Division 2019 Washington Street East Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RD
NITA001

DATE (MM/DD/YYYY)
01/09/07

PRODUCER
George H. Friedlander Co.
PO Box 2466
1566 Kanawha Blvd. E.
Charleston WV 25311
Phone: 304-357-4520 Fax: 304-345-8724

INSURED

Nitro Acoustics Inc.
P. O. Box 652
Nitro WV 25143-0652

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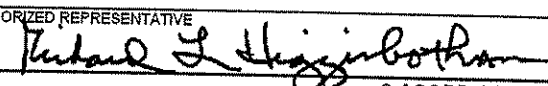
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I-680-19E92174	06/01/06	06/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-19E89274	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE	CUP-3715Y67A	06/01/06	06/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	I-680-19E92174	06/01/06	06/01/07	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Req # HHR70056, DHHR Diamond Building, Charleston, WV

CERTIFICATE HOLDER	CANCELLATION
WVDAP01 State of West Virginia Health & Human Resources Purchasing Division 2019 Washington Street East Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

AGENCY Health and Human Resources

RFQ/RFP# HHR70056

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Nitro Acoustics, Inc.
P. O. Box 652, Nitro, WV 25143, as Principal, and
Ohio Farmers Insurance Company of One Park Circle, Westfield Center, OH 44251
a corporation organized and existing under the laws of the State of Ohio, with its principal office in the
City of Westfield Center, as Surety, are held and firmly bound unto The State of West Virginia, as Obligee,
in the penal sum of Five Percent of 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
HHR70056 - Interior Renovations to Conference Room - DHHR Diamond Building .

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 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 hereto and these presents to be signed by their proper
officers, this 9th day of January, 2007

Principal Corporate Seal

Nitro Acoustics, Inc.

(Name of Principal)

By James Moore Jr.
(Must be President or Vice President)

Vice-president
Title

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

By [Signature]
Attorney-In-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals
must be affixed, a power of attorney must be attached, and a West Virginia resident agent must sign or countersign.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/31/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752401 01

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, JANET CANTERBURY, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 of 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **31st** day of **AUGUST** A.D., **2006**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Richard L. Kinnaird, Jr.*
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this **31st** day of **AUGUST** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals: that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and 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 Westfield Center, Ohio, this **9th** day of **January** A.D., **2007**.



Frank A. Carrino
Frank A. Carrino, Secretary