



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
DEFK8138

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

J. C. Bosley Construction, Inc.
 P.O. Box 67
 Mineral Wells, WV 26150

DIV ENGINEERING & FACILITIES
UNITED STATES PROPERTY
FISCAL OFFICE
50 ARMORY ROAD
BUCKHANNON, WV
26201-8818

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2007				

BID OPENING DATE: **01/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		031-78	Base Bid: Alternate Bid:	\$ 48,900.00 \$ 44,900.00
<p>EXHAUST REMOVAL SYSTEM</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO REMOVE AN EXISTING VEHICULAR EXHAUST REMOVAL SYSTEM AND INSTALL A NEW SYSTEM, PER THE SPECIFICATIONS</p> <p>MANDATORY ON-SITE PRE-BID: WV NATL. GAURD ARMORY FMS #2 FACILITY 50 ARMORY ROAD BUCKHANNON, WV 26201</p> <p>PRE-BID DATE & TIME: 12/9/2007; 10:00 AM</p> <p>FAILURE TO ATTEND THE PRE-BID WILL AUTOMATICALLY RESULT IN DISQUALIFICATION.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p>						

RECEIVED
 2008 JAN -8 P 12:03
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE			TELEPHONE 304-422-0025	DATE 1-9-08	
TITLE Project Coordinator		FEIN 55-0691657	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 may be deemed null and void, and 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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VENDOR

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<p>HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR UPSHUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-422-0025	1-9-08
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Project Coordinator	55-0691657	

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<p>ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING 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</p>						

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PROPERTY

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				<p>PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..12-5-07.....</p> <p>NO. 2 ..12-26-07.....</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-422-0025 DATE: 1-9-08

FILE: Project Coordinator FEIN: 55-0691657 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3			
	NO. 4			
	NO. 5			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>J.C. Bosley Construction, Inc.COMPANY</p> <p>1-9-08DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 25305. TELEPHONE: (304) 558-7890.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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VENDOR

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<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: J.C. Bosley Construction, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV003012 </p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304-422-0025 DATE: 1-9-08

TITLE: Project Coordinator FEIN: 55-0691657 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK8138-----</p> <p>BID OPENING DATE: 1/9/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>304-422-0414-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>Mark Husk-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-422-0025	DATE 1-9-08
FILE Project Coordinator	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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***** THIS IS THE END OF RFQ DEFK8138 ***** TOTAL: Base Bid: \$ 48,900.00
 Alternate Bid: \$ 44,900.00
 Base Bid:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-422-0025	DATE 1-9-08
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TITLE Project Coordinator	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE
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Buyer:	Page	Req. or P.O. No.
DEF	10	DEFK8138
Spending Unit:		

Item No.	Quantity	Description	Unit Price	Amount
		<p>1.0 General Contract Information</p> <p>The scope of work for this project is to remove an existing vehicular exhaust removal system and provide and install a new updated vehicular exhaust removal system in the West Virginia Army National Guard's FMS #2 Shop in Buckhannon West Virginia. Contractor to provide an exhaust removal system that meets or exceeds any and all state and federal codes. The exhaust removal system shall be in compliance with all OSHA requirements.</p> <p>Contractor shall provide:</p> <p>a) Demolition and disposal of old exhaust system off site at contractor's expense.</p> <p>b) Provide all materials and labor to provide a complete project.</p> <p>c) Contractor to provide a drop in all 5 bays. Vehicular Exhaust Removal system must have the capability of removing idle speed exhaust simultaneously and continually. Furthermore bay 5 (see attached layout drawing below) must be able to remove exhaust at hydraulic load testing RPMs. (NOTE: CONTRACTOR HAS THE RIGHT TO HAVE ALL 5 BAYS OPERATION CAPABILITY AT THE HYDRAULIC LOAD TESTING RPMs IF HE SO CHOOSES, BECAUSE OF COST OR OTHER CONSTRAINTS.)</p> <p>d) After the completion of the installation of the new vehicular exhaust removal system contractor is responsible for testing the system for operation and compliance, and forward these results to the West Virginia Army National Guard, Division of Engineering. These results should be sent to Attention Michael Beckner the Facilities Management Specialist.</p>		

Buyer: DEF	Page 11	Req. or P.O. No. DEFK8138
Spending Unit:		

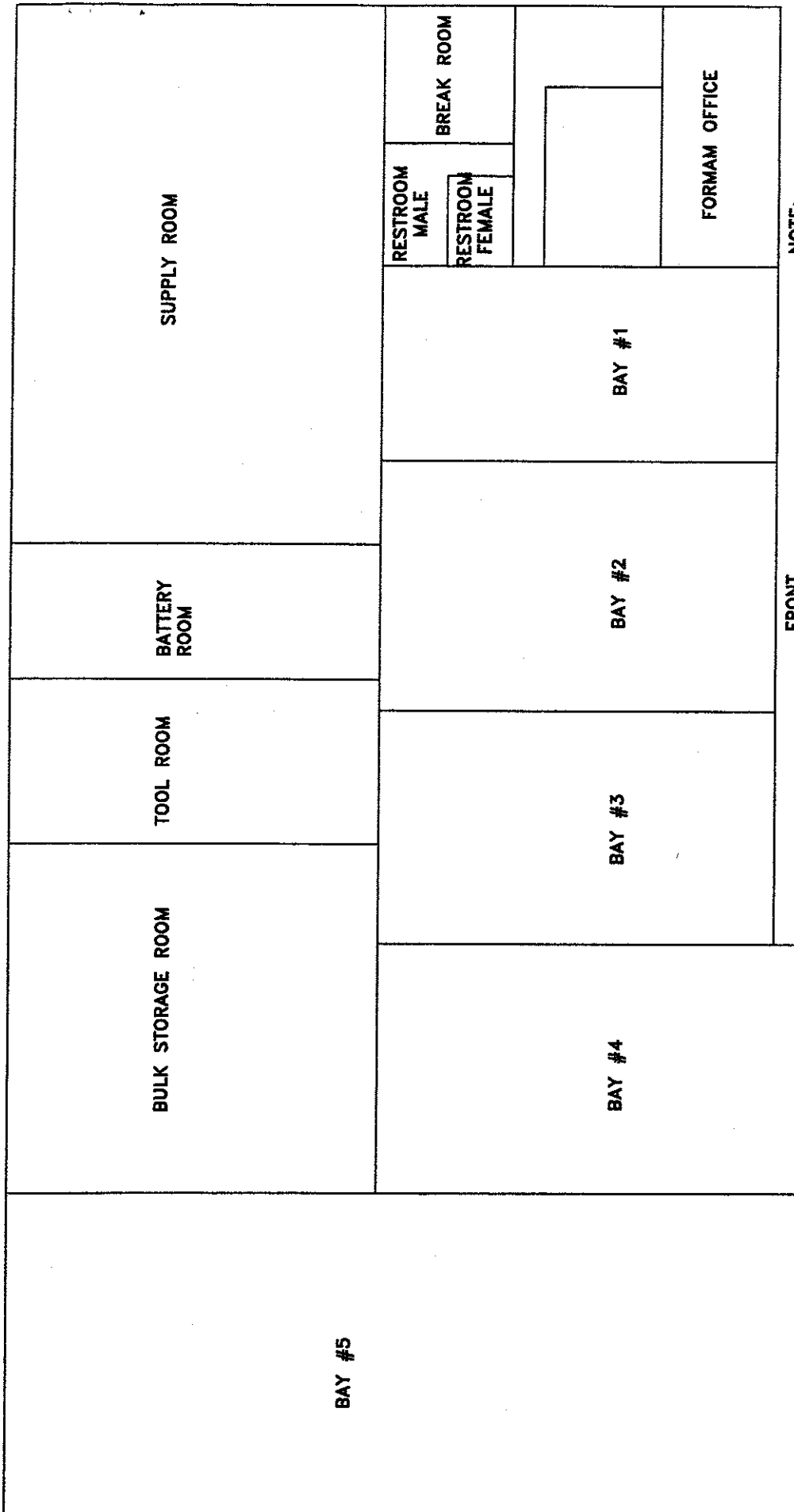
Item No.	Quantity	Description	Unit Price	Amount
		<p>1.1 Design Restraints</p> <p>The Exhaust removal system needs to have hose adaptors that allow for 3 inch through 5 inch exhausts stacks, both vertical top stack and horizontal undercarriage stacks. The fan size for the new vehicular exhaust removal system shall be designed to accomodate up to the Military's Heavy Expanded Mobility Tactical Truck (HEMTT). HEMTT ENGINE SPECIFICATIONS are as follows: Manufacture: Detroit Diesel Allison Type: 736 cubic inch, 8 cylinder, 2-stroke, V-type Diesel Rating: 450 horsepower, @ 2100 rpm</p> <p>1.2 COORDINATION OF TRADES</p> <p>Ductwork offsets, fittings, and any other accessories required shall be furnished to provide a complete exhaust system installation.</p> <p>1.3 DELIVERY AND STORAGE</p> <p>All equipment delivered and placed in storage shall be housed in a manner to preclude any damage from the weather, humidity and temperature variations, dirt and dust, or other contaminants. Additionally, all ductwork, flexible connections and pipes shall either be capped or plugged until installed.</p>		

Buyer:	Page	Req. or P.O. No.
DEF	12	DEFK8138
Spending Unit:		

Item No.	Quantity	Description	Unit Price	Amount
		<p>1.4 FIELD MEASUREMENTS</p> <p>The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the project manager of any discrepancy before performing the work. Measurements can be obtained at the mandatory pre-bid meeting.</p> <p>1.5 EXHAUST HOSE SYSTEM</p> <p>Exhaust Hose System shall be rated to with stand continuous run. In bays 1 through 4 this at idle speed only. In bay 5 the exhaust hose system shall be capable of withstand in hydraulic load testing RPMS. Exhaust hoses shall be have enough length as to accommodate both top stacks and under carriage stacks. (NOTE: CONTRACTOR HAS THE RIGHT TO HAVE ALL 5 BAYS OPERATION CAPABILITY AT THE HYDRAULIC LOAD TESTING RPMS IF HE SO CHOOSES, BECAUSE OF COST OR OTHER CONSTRAINTS.)</p> <p>1.6 Tailpipe Adapters</p> <p>Adapters shall be of the tapered-cone type with spring clips or other suitable devices for exhaust pipe attachment. The adapter shall fit 3 inch through 5 inch nominal diameter exhaust pipe.</p>		

Buyer: DEF	Page 13	Req. or P.O. No. DEFK8138
Spending Unit:		

Item No.	Quantity	Description	Unit Price	Amount
		<p>1.7 Exhaust Hose Suspension System</p> <p>The exhaust hose suspension system shall suspend the flexible tubing overhead when not in use; allowing it to be lowered to the operating level, when required. The suspension system shall be furnished complete with cable, and operating mechanism. The suspension system shall be [Counter-weighted type] or [manually operated balancer type with safety ratchet lock or automatic brake having slip resistant hand grip].</p> <p>1.8 Electrical Work</p> <p>Contractor shall make all electrical connections on the new vehicular exhaust removal system to provide a working finished product. This includes but not limited to, wiring, conduit, switches, and junction boxes. Electric equipment, including wiring and motor efficiencies, shall be according to all state and federal laws and codes.</p> <p>1.9 Building Surface Penetrations</p> <p>Sleeves or framed openings shall be utilized where duct penetrates building surfaces. Penetrations shall be sealed. Closure collars shall be installed around the duct on both sides of the penetrated surface. Collars shall fit tight against the building surfaces and snugly around the duct.</p> <p>Cost: \$ <u>Base Bid: \$ 48,900.00</u> Alternate Bid: \$ 44,900.00</p>		



NOTE:
DRAWING NOT TO SCALE

WEST VIRGINIA ARMY NATIONAL GUARD

FMS #2 SHOP

BUCKHANNON, WEST VIRGINIA

BASIC BUILDING LAYOUT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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: J.C. Bosley Construction, Inc.

Authorized Signature: _____

Date: 1-9-08



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
DEFK8138

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
UNITED STATES PROPERTY
FISCAL OFFICE
50 ARMORY ROAD
BUCKHANNON, WV
26201-8818

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/05/2007				

BID OPENING DATE: **01/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO CLARIFY THE MANDATORY PRE-BID DATE, ORIGINAL REQUEST FOR QUOTATION STATED 12/9/2007, 10:00 AM; THIS SHOULD HAVE BEEN 12/19/2007, 10:00 AM.		
				MANDATORY PRE-BID DATE: 12/19/2007; 10:00 AM		
001	1	LS		031-78		
				EXHAUST REMOVAL SYSTEM		
***** THIS IS THE END OF RFQ DEFK8138 *****						TOTAL: Base Bid: \$ 48,900.00 Alternate Bid: \$ 44,900.00

RECEIVED
 DEC 11 2007
 BY:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 304-422-0025	DATE 1-9-08
TITLE Project Coordinator	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEFK8138

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE

**DIV ENGINEERING & FACILITIES
 UNITED STATES PROPERTY
 FISCAL OFFICE
 50 ARMORY ROAD
 BUCKHANNON, WV
 26201-8818**

DATE PRINTED 12/26/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 01/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	----------	-------------	------------	--------

ADDENDUM #02

THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, AND/OR ADD TO THE REQUIREMENTS OF THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS PER THE ATTACHED.

0001

LS
 1
EXHAUST REMOVAL SYSTEM
 031-78

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **304-422-0025** DATE **1-9-08**

TITLE **Project Coordinator** FEIN **55-0691657** ADDRESS CHANGES TO BE NOTED ABOVE

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

Addendum –FMS#2, Buckhannon, WV

21 December, 2007

Prepared / Submitted By: MAJ. Michael J. Beckner
Facilities Manager

RFQ Number: DEFK8138

Vehicular Exhaust System Removal System for WVARNG C&FMO at

Buckhannon Field Maintenance Shop #2, National Guard Armory

Buckhannon, West Virginia 26201

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

CLARIFICATIONS/GENERAL COMMENTS:

Bidding Procedures

All Contractors submitting a bid are required to procure a bid packet from the State of West Virginia - Purchasing Division that contains specific instructions for submitting a bid. Contact Mr. John Abbott at State Purchasing for more information.

Pre-bid Conference

- A. A list of those attending the Pre-bid Conference is included in this addendum (sign in sheet attached)

Comments during Pre-Bid Meeting Minutes

- A. To arrange additional site visits please contact John Sturm (304) 473-5248.
- B. During the vendors bid proposal period John Abbott will be primary point of contact for any questions. Phone: (304) 558-2455
- C. The contractor shall obtain any required permits for construction.
- D. Hours of work shall be Monday through Friday from 07:30 to 16:00. No weekend or holiday work will be permitted.
- E. Contractors conducted an on-site survey during pre-bid visit.

- F. A copy of the certified payroll must accompany applications for payment.
- G. The bid opening is 9 January 2008 at 1:30pm
- H. Contractor shall demo existing exhaust removal system in its entirety.
- I. Contractor shall dispose of existing exhaust removal system off site at the contractor's expense.

CHANGES TO SPECIFICATIONS:

- J. After the completion of the installation of the new vehicular exhaust removal system the contractor is responsible for having the new vehicular exhaust removal system tested for operation and OSHA compliance. The contractor is responsible for forwarding these results to the West Virginia Army National Guard, Division of Engineering. These results should be sent to Attention Major Michael Beckner, the Facilities Management Specialist.
- K. This bid shall include a Base Bid and an Alternate Bid #1.
- L. In the Base Bid only drops for bays #4 and #5 shall be bid. (Three (3) hose drops total.)
- M. In Alternate Bid #1, Bays #1, #2, and #3 shall be bid. (Three (3) hose drops total.)
- N. For all hose drops; a reel type system shall be provided.
- O. Electric operated hose reels are not required, manual is acceptable.
- P. Provided drop hoses shall have adequate length as to accommodate both vehicles with top stacks and bottom stacks.
- Q. **In the Base Bid:**
 - Two (2) hose drops for Bay #5 shall be bid. One drop shall service the front of Bay #5 and the second drop shall service the rear of Bay #5.

- One (1) hose drop for Bay #4 shall be bid.
- Both Bay #4 and Bay #5 shall be able to simultaneously remove exhaust at hydraulic load testing RPMs.

R. In Alternate Bid #1:

- One (1) hose drop for each shall be bid for Bays #1, #2, and #3.
- Bays #1, #2, and #3 need only to simultaneously remove exhaust at idle speed RPMs.

END OF ADDENDUM

RECEIVED

Pre-Bid Conference
SIGN IN SHEET

2007 DEC 21 P 1:11

[Please Print]

Request for Proposal No.: DEFK 8138 Date: 19 Dec 2007

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>Shane Oney</u> <u>Rich's Refg</u>	<u>1151 Airport Rd</u> <u>Sutton WV</u>	T: <u>765-5833</u> F: <u>765-2063</u>
2. <u>Bill McGee</u> <u>Singer Sheet Metal</u>	<u>510 East ST</u> <u>Parkersburg WV 26101</u>	T: <u>304 422 5495</u> F: <u>304 424 6026</u>
3. <u>Ruford Hoyer</u> <u>Hoyer Construction LLC</u>	<u>5317 Charvy hower Rd</u> <u>Huntington WV 25705</u>	T: <u>304 302-7885</u> F: <u>304 302 7895</u>
4. <u>Lewis Angus</u> <u>Pierson Tech Service</u>	<u>302 spruce st</u> <u>ST ALBANS 25177</u>	T: <u>304-722-1810</u> F: <u>304-722-1846</u>
5. <u>Jonathan Neal</u> <u>MAJ. Beckner</u>	<u>Charleston (DEF)</u> <u>Charleston (DEF)</u>	T: <u>561-6550</u> F: <u>561-6333</u>
6. <u>Jerry Wagoner</u> <u>David Robinson</u>	<u>BUCKHANNON USDFO</u> <u>BUCKHANNON USDFO</u>	T: <u>473-5281</u> F: <u>473-5281</u>
7. <u>William Askevoth</u> <u>ELCO MECHANICAL</u>	<u>Po Box 349</u> <u>CNAS. WV 25322</u>	T: <u>346 0544</u> F: <u>346 0578</u>
8. <u>Dan Hill Const.</u> <u>Dan Hill</u>	<u>P.O. Box 685</u> <u>Gauley Bridge</u>	T: <u>304-632-1600</u> F: <u>632-1501</u>
9. <u>ATT: MARK HUSK</u> <u>David M Roberts</u> <u>JC Bosley Construction</u>	<u>1 Bosley Ave</u> <u>Parkersburg WV 26101</u>	T: <u>1-304-422-0025</u> F: <u>1-304-422-0141</u>
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE J.C. Bosley Construction, Inc.

P.O. Box 67, Mineral Wells, WV 26150

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

6150 Oak Tree Blvd. #500, Independence, OH 44131

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

2019 Washington Street, East, Charleston, WV 25305

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

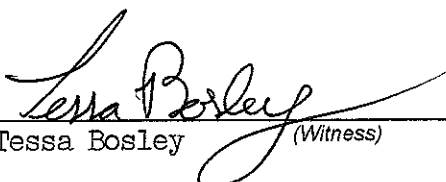
Dollars (\$ 5%),

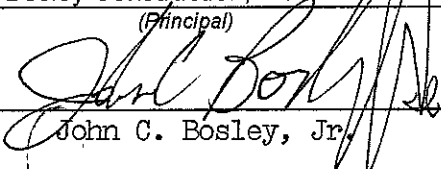
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

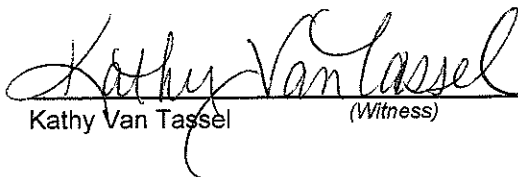
WHEREAS, the Principal has submitted a bid for Remove and Install Vehicular Exhaust System, Buckhannon, West Virginia

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

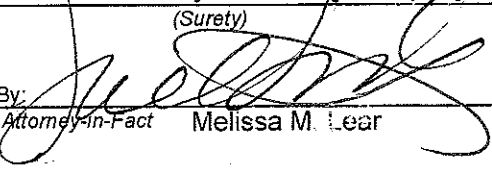
Signed and sealed this 9th day of January, 2008


Tessa Bosley (Witness)

J.C. Bosley Construction, Inc.
(Principal) (Seal)
By:  Vice President
(Title)
John C. Bosley, Jr.


Kathy Van Tassel (Witness)



Travelers Casualty and Surety Company of America
(Surety) (Seal)
By:  Attorney-in-Fact
(Title)
Melissa M. Lear



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: J.C. Bosley Construction, Inc.

OR

Project Description: Remove and Install Vehicular Exhaust System,
Buckhannon, West Virginia

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Melissa M. Lear of the City of Cleveland, State of OH, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2008.



Kori M. Johanson, Assistant Secretary



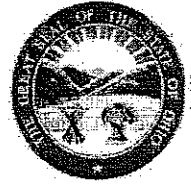
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Office of Financial
Regulation Services
2100 Stella Court
Columbus, OH
43215-1067
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor
Mary Jo Hudson - Director

Certificate of Compliance



Issued 03/28/07
Effective 04/02/07
Expires 04/01/08

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability Other

Commercial Auto - No Fault

Commercial Auto - Phys. Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - No Fault

Private Passenger Auto-Liability Other

Private Passenger-Phys Damage

Surety

Workers Compensation

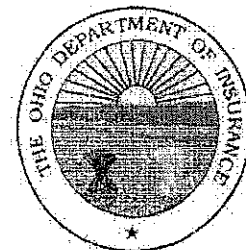
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2006 that it has admitted assets in the amount of \$3,291,414,536, liabilities in the amount of \$2,163,513,785, and surplus of at least \$1,127,900,751.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date:

Handwritten signature of Mary Jo Hudson in black ink.

Mary Jo Hudson

Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 114,080,791	UNEARNED PREMIUMS	\$ 724,800,436
BONDS	2,912,711,871	LOSSES	872,911,753
STOCK	14,865,186	LOSS ADJUSTMENT EXPENSES	128,785,154
INVESTMENT INCOME DUE AND ACCRUED	34,978,331	COMMISSIONS	28,073,928
PREMIUM BALANCES	168,157,298	TAXES, LICENSES AND FEES	21,233,762
REINSURANCE RECOVERABLE	3,854,977	OTHER EXPENSES	30,823,926
NET DEFERRED TAX ASSET	42,796,260	DIVIDENDS	7,080,280
CEDED DEPOSIT ASSET	6,134,622	CURRENT FEDERAL AND FOREIGN INCOME TAXES	38,726,832
STATE SURCHARGES RECEIVABLE	149,430	CEDED REINSURANCE NET PREMIUMS PAYABLE	(4,981,682)
OTHER ASSETS	(4,414,060)	FUNDS HELD UNDER REINSURANCE TREATIES	99,054,332
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	39,096,839
		REMITTANCES AND ITEMS NOT ALLOCATED	60,285,233
		PROVISION FOR REINSURANCE	5,627,014
		PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	86,250,776
		PAYABLE FOR SECURITIES	4,975,100
		RETROACTIVE REINSURANCE RESERVE ASSUMED	20,845,771
		OTHER ACCRUED EXPENSES AND LIABILITIES	119,334
		TOTAL LIABILITIES	\$ 2,163,513,785
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	816,603,349
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,127,900,751
TOTAL ASSETS	\$ 3,291,414,536	TOTAL LIABILITIES & SURPLUS	\$ 3,291,414,536

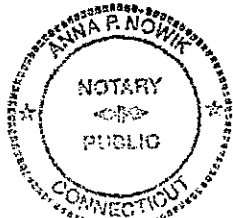
STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2006.

L. A. Siuta
 CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS

Anna P. Nowik
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 29TH DAY OF MARCH, 2007



Anna P. Nowik Notary Public
 My Commission Expires June 30, 2011