

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

Request for Quotation

GSD076441

KRISTA FERRELL

DDRESS:GORRESPONDENCE:TO ATTENTION OF 304-558-2596

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DATE PRINTED

RFQ COPY TYPE NAME/ADDRESS HERE

> Multiplex, Inc. PO Box 505 Summersville, WV 26651

> > TERMS OF SALE

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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

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PAGE 2

FREIGHT TERMS

KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
BUILDING 1
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305 304-558-3517

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Multiplex, Inc.
PO Box 505
Summersville, WV 26651

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

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*** ADDRESS CORRESPONDENCE TO ATTENTION OF \$ KRISTA FERRELL 304-558-2596

TYPE NAME/ADDRESS HERE Multiplex, Inc.

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PO Box 505 Summersville, WV 26651

DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BUILDING 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305 304-558-3517

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LINE	QUANTITY UOP CAN		UNITPRICE	AMOUNT
	BUILDING 15 2019 WASHINGTON CHARLESTON, WV	STREET, EAST		
	THE BID SHOULD CONTA THE ENVELOPE OR THE SEALED BID			
	BUYER:	KRISTA FERRE	LL-FILE 21	
	REQ. NO.:	GSD076441		
	BID OPENING DATE	07/12/2007		
	BID OPENING TIME:	1:30 PM		
	PLEASE PROVIDE A FAX TO CONTACT YOU REGAR		IS NECESSARY	
		304-872-1445		
	PLEASE PRINT OR TYPE CONCERNING THIS QUOT		CONTACT	
		Art_Poff,_Pres	ident	
SIGNATURE	SEE SEE	REVERSE SIDE FOR TERMS AND CONT TELEPHONE	DITIONS DATE	
TITLE W	TFAF FEIN	304-8	<u>72-6648 7</u>	7 – 1 2 – 0 7 TO BE NOTED ABOVE
Presi	<u>dent 55-061</u>		LODAGE ADOVE LABELE	

BID FORM

DATED: 7-12-07 (Bidder to insert date bid submitted)

SUBMITTED BY: (1	Name and Address)			
Multiple		•		•
PO Box 50				
WEST VIRGINIA C	ONTRACTOR LICENSE NU	MBER: WV <u>000523</u>		
SUBMITTED TO:	State of West Virginia Finance and Administration Purchasing Division			
documents, including	ned, being familiar with loc g Instructions to Bidders, Bid eby propose to perform every ls, expendable equipment and r the:	Form, General Conditions,	med and to provide a	nd furnish all the
CAPITOI	CAFETERIA REMO	DDELING		
	APITOL BUILDING	•		•
	STON, WEST VIRGI	NIA		
	th the drawings and specificat	•	Inc., 222 Lee Street	West, Charleston,
BASE BID: For the sum of:	Your Mille of dollars	ion two hun	ndred Light (s_4, 288,	5 - <u>eigh</u> 000. 00).
ALTERNATES:				
('Provide' means 'fi	is subject to the following add rnish and install.' Include in Work of each Alternate.)	ditions or deductions for Albids below all related coord	ternates which the Ow lination and modificat	mer may select. ion requirements
frames, metal ductw on-site receptacle.	 for salvaging all metal dem ork, metal piping, and all elec 	trical wiring and conduit, a	t not limited to, metal ad depositing of said o	doors and debris in Owner's
ADD/DEDUCT the	sum of: Five Tho	usand Dollars		
			(\$ <u>5,000.0</u>	0).
BID FORM		00300 - 1		0701 - 04/16/07

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The bidder hereby agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

The bidder hereby agrees to commence work under this contract on or before a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this prime contract in accordance with the Project Schedule and in sufficient time to permit FINAL COMPLETION of the entire project within one hundred fifty (150) consecutive days of receipt of the Notice to Proceed.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day thereafter beyond the 150 day limit stated in the Notice to Proceed.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

If this proposal is accepted within 90 days after the date set for the opening of bids and the undersigned fails to execute the contract within 10 days after written notice of such acceptance or if the undersigned fails to furnish in full force and effect the required payment and performance bonds for the project, the bid security will be forfeited and the money payable thereon shall be paid into the funds of the owner as liquidated damages for such failure; otherwise, obligations of the bond will be null and void.

SIGNA	TIRE	\mathbf{OF}	RID	DER:
DILL TO THE		~ 1 .	-	

Firm: Multiplex, Inc.

Art Poff

Address: PO Box 505

Title: President

Address: Summersville, WV 26651

304-872-6648

Address:

Fax: 304-872-1445

END OF BID FORM

Phone:

Agency
REQ.P.O# GSD076441

BID BOND

of Summersville , WV	, as Principal, and United States Surety Company
	, a corporation organized and existing under the laws of the State of
	f Timonium , as Surety, are held and firmly bound unto the State
	Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind	d 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
•	I, attached hereto and made a part hereof, to enter into a contract in writing for
GSD076441 - Capitol Cafeteria Remodeling - Ac	ccording to Plans & Specifications
NOW THEREFORE,	
nereto and shall furnish any other bonds and insuranc agreement created by the acceptance of said bid, ther	ncipal shall enter into a contract in accordance with the bid or proposal attached be required by the bid or proposal, and shall in all other respects perform the nothing this obligation shall be null and void, otherwise this obligation shall remain in full do that the liability of the Surety for any and all claims hereunder shall, in no event, stated.
vay impaired or affected by any extension of the time	ipulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby
vay impaired or affected by any extension of the time valve notice of any such extension.	pulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby
vay impaired or affected by any extension of the time valve notice of any such extension. IN WITNESS WHEREOF, Principal and Suremaye caused their corporate seals to be affixed hereun	pulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby ity have hereunto set their hands and seals, and such of them as are corporations and these presents to be signed by their proper officers, this
way impaired or affected by any extension of the time waive notice of any such extension. IN WITNESS WHEREOF, Principal and Sure	ipulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby ity have hereunto set their hands and seals, and such of them as are corporations into and these presents to be signed by their proper officers, this
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vay impaired or affected by any extension of the time valve notice of any such extension. IN WITNESS WHEREOF, Principal and Sure nave caused their corporate seals to be affixed hereun 12th day of	ipulates and agrees that the obligations of said Surety and its bond shall be in no within which the Obligee may accept such bid, and said Surety does hereby ity have hereunto set their hands and seals, and such of them as are corporations into and these presents to be signed by their proper officers, this Multiplex, Inc. (Name of Principal)
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IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

UNITED STATES SURETY COMPANY

Power of Attorney Number

57681

KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVev. Patricia A. Moye, Tammy M. Lloyd

of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surery to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

No single bond shall obligate the Company in excess of the sum of Three Million Dollars (\$3,000,000).

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29th day of July, 1996.

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 19th day of July, 2005. Carol T. Nevin, Assistant Secretary

Richard E. Klein, President

STATE OF MARYLAND BALTIMORE COUNTY

SS:

On this 19th day of July, A. D. 2005, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly swom, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the

foregoing Power of Attorney

(Signed)

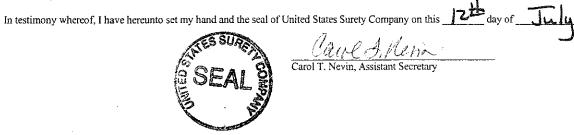
My Commission expires the 1st day in December, 2008.

RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, 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 of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29th day of July, 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and affect and has not been revoked.



REO No.	GSD076441	

STATE OF WEST VIRGINIA Purchasing Division

015

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 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 exceed 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: Multiplex, Ind.	
Authorized Signature:Date:	7-12-07
Purchasing Affidavit (Revised 04/15/07) Art Poff, President	
Purchasing Attidavit (Revised 04/15/07)	

Multiplex, Inc.

SUBCONTRACTORS

SUBCONTRACTOR	LICENSE NUMBER
Garage Door Operators	WV003611
Blacktop Industries	WV003326
AJ Vater Painting	WV001397
Jimmy Dunn Excavating	wv000709
	WV000571
Brewer & Company	WV001124
Sunset Tile	WV040329
Easley and Rivers	WV 001303
Rock Branch	WV000607
Robinson and Sons	WV 003087
Brown Electrical	WY003517
Expert Glass	WV039147
C.T. Design and Equipment	WV032078

Multiplex, Inc.

MAJOR SUPPLIERS

SUPPLIER NAME		MATERIAL
Discount Tile	-	Tile
Smith Concrete	- -	Concrete
OC Cluss	-	Carpentry
Oscar Henry Co.	-	Doors/Frames
Lesco Sales	·	Toilet Accessories
		· .
	-	
	-	
	-	
	- 	

ATA Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not

to be misleading.	
SUBMITTED TO: Department of Administration Purchasing Division	
ADDRESS: 2019 Washington Street East Charleston, WV 25305 SUBMITTED BY: Multiplex, Inc.	ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also
NAME: Art Poff, President	have revised the text of the original AIA standard form. An
ADDRESS: PO Box 505 Summersville, WV 26651 PRINCIPAL OFFICE: 5 Joseph Square Summersville, WV 26651 [X] Corporation	Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where
[] Partnership	the author has added necessary
[] Individual	information and where the author has added to or deleted from the
[] Joint Venture	original AIA text.
NAME OF PROJECT (if applicable): Project Name Remodeling of Capital Cafeteria TYPE OF WORK (file separate form for each Classification of Work):	This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
[X] General Construction	This form is approved and recommended by the American
[] HVAC	Institute of Architects (AIA) and The Associated General
[] Electrical	Contractors of America (AGC) for
[] Plumbing	use in evaluating the qualifications of contractors. No
[] Other (please specify)	endorsement of the submitting
§ 1. ORGANIZATION § 1.1 How many years has your organization been in business as a Contractor?	party or verification of the information is made by AIA or AGC.
§ 1.2 How many years has your organization been in business under its present business name? 26	
§ 1.2.1 Under what other or former names has your organization operated?	
N/A	
§ 1.3 If your organization is a corporation, answer the following: § 1.3.1 Date of incorporation: May 15, 1981 § 1.3.2 State of incorporation: West Virginia	

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West Virginia

§ 1.3.3 President's name:

§ 1.3.5 Secretary's name: Pam Poff

§ 1.3.6 Treasurer's name: Pam Pol

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

WV Contractor's License # WV000523

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

West Virginia

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Concrete, masonry, steel, rough carpentry, finish carpentry

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? Yes- Exercised right to terminate contract due to delay not caused by Contractor or its Subcontractors

2

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

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§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

\$1,978,368

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

5-7 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached

§ 4. REFERENCES

§ 4.1 Trade References:

Peerless Block PO Box 1400 St. Albans, WV 25177

800-642-3054 (Chris Hayes)

Waco Equipment Co. 940 Jefferson Rd. Charleston, WV 25309

§4.2 Bank References: 800-678-9226 (Bill Anderson)

BB&T PO Box 370 Summersville, WV 26651 (304)872-3131

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

United States Surety Company

§ 4.3.2 Name and address of agent:

BB&T Carson Insurance Services 601 Tennessee Ave. Charleston, WV 25362

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

See attached

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Arnold Lively & Associates 1460 Main St. Princeton, WV 24740

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this 12 day of

Name of Organization: Multiplex, Inc.

By: Art Poff

Title:

President

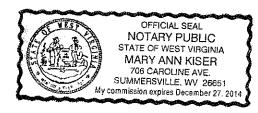
\$ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so M as not to be misleading.

Subscribed and sworn before me this 12day of Ju 20 2007

Notary Public: Mary a Kiser

My Commission Expires: December 27, 2014



MULTIPLEX, INC. COMPLETED PROJECTS AS OF 02-01-07

PROJECT	OWNER	ARCHITECT CONTRACT AMOUNT	ONTRACT AMOUNT	DATE OF COMPLETION
Clay County Lodge Number 97 Clay, West Virginia 25043	c/o Mr. Mike King Clay, West Virginia 25043 (304)587-4265 5664 I	Mr. Ira D. Monday 5043 Designer 5664 Route 34 Winfield, WV 25213 (304) 757-7524	\$196,000.	12/81
Pipestem State Park Summers County, WV (Addition to main lodge)	State of West Virginia Dept. of Natural Resources Mr. Sam Flournoy (304) 348-2776	William Marcus Haynes Assoc. 12 Tennessee Avenue Charleston, WV 25301 (304) 343-8507	279,965	. 1/83
Terry Eagle Coal Company PO Box 487 Summersville, WV 26651 (Shop and Office Facility)	"Same" Mr. George Judy (304) 872-6100	Design/Build	240,000	10/82
VA Medical Center Beckley, WV 25801 (Addition and Renovation)	VA Medical Center a/o Mrs. Kathy Hymes Contracting Officers	Mills, Obenchain, Oliver & Webb Blacksburg, VA (703) 552-2151	279,704	11/83

Fayette County Vocational Technical Center Oak Hill, WV 25901	Fayette Co. Board of Edu. Fayetteville, WV 25840 Mr. Matt Edwards, Super. (304)574-1176 (304)	du. Gandee, Thomas, & Sprouse 900 Pennsylvania Avenue er. Charleston, WV 25301 304)344-3647	364,619	7/83
WSWP-TV Channel Nine Airport Road Beckley, WV 25801	"Same" Mr. Art Albrecht (304) 255-1501	SEM Partners, Inc. 100 Prince Street Beckley, WV 25800 (304) 255-6181	792,650	11/85
Comfort Inn Motel 1909 Harper Road Beckley, WV 25801	Mr. Mike Darby E	ET Boggess 727 Princeton, WV 24740 (304) 425-4491 (Ted Boggess)	692,000	3/85
Montgomery General Elderly Care Fifth Avenue and Adams St. Montgomery, WV 25136	"Same" Mr. Kenneth Fultz (304) 442-5151	Kreps & Kreps Architects Kanawha Valley Building Suite 1710 Charleston, WV 25301	1,419,957	10/85
Glenville State College Nicholas County Center Summersville, WV 26651	Nicholas Co. Bldg. Comm. Clint Bryant & Rt. 1, Box 92 701 Charleston Summersville, WV 26651 Charleston, WY (304)872-2411 Bob Wharton (304)346-5361	Clint Bryant & Assoc. 701 Charleston National Plaza Charleston, WV 25301 on (304)346-5361	342,755	2/87
Montgomery General Hospital Phase Four Renovations Sixth Ave. and Washington St. Montgomery, WV 25136	"Same" Mr. Kenneth Fultz (304) 442-5151	Kreps & Kreps Architects Kanawha Valley Building Suite 1710 Charleston, WV 25301	1,855,562	6/87
Montgomery General Hospital	"Same" Krej	Kreps & Kreps Architects	328,472	28/9
Terrence de la constante de la	in the second se	menten minimizati nasambi menten menten menten menten saka kapa kapa paga di Ministri mengapa pada pada kapa b	en e	concerns to the second second distribution of the second s

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		1,198,468	1,271,256	336,895	1,826,668	233,750	760,000	
	Kanawha Valley Building Suite 1710 Charleston, WV 25301	"Same" TAG Architects, inc. OL Higginbotham Mac Mullins 1010 Washington St. East Charleston, WV 25301 (304) 344-2521	Pocahontas Co. BOE Gandee & Partners, Inc. 926 Fifth Avenue Mr. Kent Gandee Marlinton, WV 24954 One Valley Square, WV 25301 Charleston, WV 25301 (304) 345-1060	Raleigh Co. Comm. Donald H. Stark, Inc. Beckley, WV 25802 One White Oak Trace Beckley, WV 25801	"Same" Casco Corporation 461 From Road 10877 Watson Road Paramus, NJ 07652 St. Louis, MO 63127 (201) 559-7800 (314) 821-1100	C&R Holding Co. PO Box 432 Richwood, WV 26261	"Same" Ted Boggess, AIA PO Box 99 PO box 727	
	Third Floor Alterations- ICU Sixth Ave. and Washington St. Montgomery, WV 25136	Louis A. Johnson VAMC Ward 3A Renovations Clarksburg, WV 26301	Marlinton Middle School Pocahontas County, WV	Raleigh County Courthouse Courtroom Alterations	Toys "R" Us, Inc. 109 Mall Road Barboursville, WV 25504	Callaghan & Ruckman Office Building Summersville, WV 26651	MacArthur Church of God MacArthur, WV 25873	

Princeton, WV 24740 (304) 425-4491	Silling Associate
(304)252-8474	General Services ad.

40 491	ociates 428,895 3/89 7 WV 25323 565	Kreps & Kreps 4,112,600 12/90 1710 Kanawha Valley Bldg. Charleston, WV (304)346-5361	"Kreps- Same as above" 2,995,874 5/91	Elden Architects PO Box 3201 Charleston, WV 25332 Mr. Ted Elden	The Omni Associates 1,287,409 2/92 1543 Fairmont Avenue Fairmont, WV 26554	Kreps & Kreps Kreps & Kareps 1710 Kanawha Valley Bldg. Charleston, WV 25301	
4 Princeton, WV 24740 (304) 425-4491	General Services ad. Silling Associates Design & Constr. PO Box 867 9th & Market St. Charleston, WV 25323 Philadelphia, PA 19107 (304) 346-0565 (215) 597-1676 Bill Dierkes	ices Blvd.		NA NA	IC I	7 4 7	
(304)252-8474		Higher Edu. Offices 1018 Kanawha Blvd Charleston, WV (304) 348-2101	thic Med. Higher Edu. Offices Iding 1018 Kanawha Valley Charleston, WV 25301 (304) 847-5838	idle Webster Co. BOE 315 S. Main St. Webster Springs, (304) 847-5838	Louis A. Johnson VAMC Clarksburg, WV 26301 Mr. OL Higginbotham	Ö	
	Federal Office Building 4th & 5th Floor Alterations Charleston, WV 25301	Concord College Renovation & Addition Athens, WV 24712	WV School Osteopathic Med. New Laboratory Building	Webster Springs Middle Webster Springs, WV 26288 (Mrs. Martha Dean)	Ward 4A Renovations VA Medical Center Clarksburg, WV 26301	Quad Bldg. Walkway WV School Osteo. Med. Lewisburg, WV 24901	

(304) 346-5361

Nurses' Station VA Medical Center Beckley, WV 25801	VA Medical Center 200 Veteran Avenue Beckley, WV 25801 Kathy Hymes	Sowers & Associates Roanoke, VA	125,453	6/92
Lumberport Middle School Lumberport, WV	Harrison Co. BOE PO Box 1370 Clarksburg, WV 26301	WYK Associates, Inc. PO Box 1484 Clarksburg, WV 26301 (304) 624-6326 Bill Yoke	508,316	8/92
Marlinton Elementary School Marlinton, WV 24954	Pocahontas Co. BOE 926 Fifth Avenue Marlinton, WV 24954 Mr. Tom Long	WYK Associates, Inc. PO Box 184 Clarksburg, WV 26301 (304) 624-6326 Bill Yoke	461,100	11/92
Quad Enclosure WV School of Osteopathic Med. Lewisburg, WV 24901	WV SOM 400 North Lee Street Lewisburg, WV 24901 645-6270 Lewis Miller	Kreps & Kreps Architects 1710 Kanawha Valley Bldg. Charleston, WV 25301 346-5361 Francis Petty	208,888	10/92
Mid-Atlantic Aviation Training & Eucation Center Midway Industrial Park Bridgeport, WV 26330	State College & University Systems of WV, Inc. 1918 Kanawha Blvd. Charleston, WV 25301	The Omni Associates 1543 Fairmont Avenue Fairmont, WV 26554 367-1417 Dick Forren	3,076,873	9/93
Oak Hill High School Addition Oyler Avenue Oak Hill, WV	Fayette Co. BOE 111 Fayette Avenue Fayetteville, WV 25840 Mr. Rick Powell	ZMM, Inc. 222 Lee Street, W. Charleston, WV 25301 Mr. Dave Ferguson	1,149,593	9/93

Ansted, WV 25812

College of WV Learning Center 609 South Kanawha Street Beckley, WV 25801	College of WV Same (304) 253-7351 Jim Silosky	Gates, Calloway, Moore & West 2302 South Fayette Street Beckley, WV 25801 (304) 256-1616 Paul Walker	4,007,918	05/97
BBC Fire Stations Pike view & 3 rd Ave. Beckley, WV 25801	Beckley Building Comm. PO Drawer AJ Beckley, WV 25802 256-1678 Gary Sutphin	Hughes Group 45640 Willow Pond Plaza Sterling, VA 20164 (703) 437-6600 Rod Smyth	2,552,850	86/90
Pinecrest Multi-Use Building Grayflats Road	Pinecrest Development Corp Beckley, WV 25801 (304) 465-0585 Judy Radford	Pinecrest Development Corp. Gates Calloway Moore & West Beckley, WV 25801 2302 South Fayette Street (304) 465-0585 Beckley, WV 25801 Judy Radford LA Gates 256-1616	2,209,702	86/80
Alderson Prison Camp Glenray Road Alderson, WV 24910	US Army Corp. of Engineers ZMM 502 Eighth Street 222 Le Huntington, WV 25701 Charle (304) 576-9901 (304) Pat Morgan	ZMM 222 Lee Street Charleston, WV 25302 (304) 345-0159 Hank Walker	6,226,800	03/99
Denmar Correctional Center Denmar Road Hillsboro, WV	WV Regional Jail Authority 307 Jefferson St. Charleston, WV 25301	L. Robert Kimball PO Box 1000 Edensburg, PA 15931	1,476,600	01/00
Princeton Post Office 1000 Mercer Street	USPS 1000 Mercer Street	N. Visions, Inc. 332 Sixth Avenue	2,972,331	01/01

Princeton, WV	Princeton, WV	S. Charleston, WV 25309		
	USPS 134 Industrial Drive Beckley, WV 25801	N. Visions, Inc. 332 Sixth Avenue South Charleston, WV 25309	5,116,489	01/01
Charleston High School One Eagle Way Charleston, WV 25309	Kanawha Co. Schools 200 Elizabeth Street Charleston, WV 25301	N. Visions, Inc. 332 Sixth Avenue South Charleston, WV 25309	2,411,797	06/01
WV School Osteopathic Medicine Tiered Lecture Room Lewisburg, WV 24901	WV SOM 400 North Lee Street Lewisburg, WV 24901	Kreps & Kreps 300 Capital Street Charleston, WV 25301	943,692	07/01
	Raleigh Co. BOE 2001 S. Kanawha St. Beckley, WV 25801	J. Dan Snead & Associates 3049 Robert C Byrd Drive, St. 101 Beckley, WV 25801	3,526,800	07/02
NRAO Education & Visitor's Center Green Bank, WV	US NSFA PO Box 2 Green Bank, WV	SEM Architects 200 East Prince Street Beckley, WV 25801	6,104,168	05/03
Gray Flats Elementary Gray Flats Road Beckley, WV 25801	Raleigh Co. BOE 2001 S. Kanawha St. Beckley, WV 25801	ZMM Architects 222 Lee Street Charleston, WV 25301	2,357,600	10/04
Lori Yeager Jr. Juvenile Detention Center Sign Parkersburg, WV	DV Division of Juvenile Ser. MS Consultants, Inc. Charleston, WV 2301 206 Capital St. 4 th Fl. Charleston, WV 253(r. MS Consultants, Inc. 206 Capital St. 4 th Floor Charleston, WV 25301	19,800.00	01/06

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90/80	90/80
1,380,459	1,204,965
J. Dan Snead & Associates	J. Dan Snead & Associates
3049 Robert C. Byrd Dr. Ste. 101	3049 Robert C. Byrd Dr. Ste. 101
Beckley, WV 25801	Beckley, WV 25801
Raleigh County BOE	Raleigh County BOE
2001 S. Kanawha St.	2001 S. Kanawha St.
Beckley, WV 25801	Beckley, WV 25801
Bradley Elementary School	Shady Spring High School
Bradley School Rd.	300 Hinton Rd.
Bradley, WV	Shady Spring, WV

MULTIPLEX, INC. PROJECTS IN PROGRESS AS OF 7-12-07

PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	SCEDULED COMPLETION
Water Treatment Plant Base of Tygart Dam Grafton, WV	Taylor County PSD PO Box 202 Grafton, WV	Vaughn, Coast, & Vaughn 154 S. Marietta Dr. St. Clairsville, OH	\$1,473,500	04/08
Independence High School 850 Independence Rd. Coal City, WV	Raleigh County BOE 2001 S. Kanawha St. Beckley, WV 25801	J. Dan Snead & Associates 3049 Robert C. Byrd Dr. Beckley, WV 25801	\$1,268,875	02/08