



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
HHR90013

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED 08/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/13/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 3</p> <p>1. PLEASE NOTE THAT THE NEW ATTACHED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH YOUR BID.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: HHR90013</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 NO. S:</p> <p>NO. 1 <i>7/9/08 cur</i></p> <p>NO. 2 <i>7/30/08 cur</i></p> <p>NO. 3 <i>8/7/08 cur</i></p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 1-606-739-5798	DATE 8/13/08
TITLE <i>Plus</i>	FEIN 61-1327666	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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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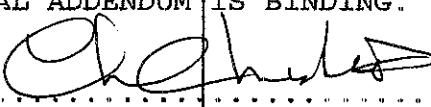
VENDOR

SUPPLIER


HEALTH AND HUMAN RESOURCES
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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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 style="text-align: center;">  SIGNATURE CTRB, Inc. COMPANY 8/13/08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 1-606-739-5198	DATE 8/13/08
TITLE Proc	FEIN 61-1327666	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-65		
RENOVATIONS AT MILDRED MITCHELL-BATEMAN HOSPITAL						
***** THIS IS THE END OF RFQ HHR90013 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 1-606-739-5798	DATE 8/13/08
TITLE Proc	FEBN 61-132766	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: CTB, Incorporated

Authorized Signature: Charles H. H. H. Date: 8/13/08

Bond No.

GREAT AMERICAN INSURANCE COMPANY®
OHIO

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No A310 February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we
CTB Inc., 6101 Catletts Creek Rd., Catlettsburg, KY 41129

_____ as Principal, hereinafter called
the Principal, and the GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the
State of Ohio, with Administrative Offices at 580 Walnut Street, Cincinnati, Ohio 45202, as Surety, hereinafter called the

Surety, are held firmly bound unto West Virginia Department of Health & Human Resources

State Capitol Complex, Building 3 Rm. 552

Charleston, WV 25305

as Obligee, hereinafter called the Obligee,

in the sum of 5% of amount Bid Dollars

(\$ 5%), for the payment of which sum well and truly to be made, and 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 _____
Mildred Mitchell-Bateman Hospital Renovations, Huntington WV

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 material 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 13th day of August 2008

In the presence of:

CTB Inc./

[Signature] (Seal)

(Principal)

Witness/

[Signature]

Charles Meade/President

(Title)

GREAT AMERICAN INSURANCE CO.

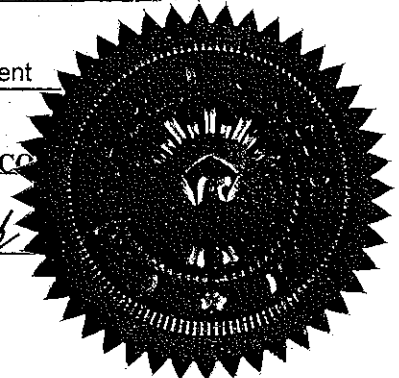
(Surety)

Witness/

[Signature]

BY Joseph P. Highland/

(Attorney-in-Fact)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 18501

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
GORDIE SUTTON	JOSEPH P. HIGHLAND	ALL OF	ALL
BENJAMIN MANN		LEXINGTON KENTUCKY	\$75,000,000
JIM MCCREE			
JEAN E. MARSON-WILLIS			

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s) in fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of JANUARY 2008
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 23RD day of JANUARY 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993:

RESOLVED That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and he/she is authorized from time to time to appoint one or more Attorneys in Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of August, 2008

Bid Form

**Mildred Mitchell-Bateman Hospital
Renovations**

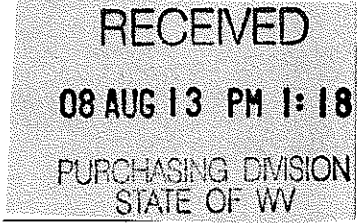
Bid Proposal of CTB, Incorporated
(hereafter called "Bidder") organized and existing under the laws of the State of Kentucky
and doing business as

* A Corporation
(*Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Department of Health and Human Resources (hereafter called "Owner"):

The Bidder, in compliance with your Notice to Contractors soliciting bonafide bids for the Mildred Mitchell-Bateman Hospital Renovations, Huntington, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Mildred Mitchell-Bateman Hospital Renovations in 300 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.



The Bidder acknowledges receipt of the following Addenda:

- #1 7/9/08 #2 7/30/08 #3 8/7/08

BASE BID PROPOSAL: The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

Five million six hundred forty nine thousand and zero change (\$ 5,649,000.00)
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.

ALTERNATE PROPOSALS: The Bidder agrees to perform the individual Alternate work as required by the Bidding Documents for the following Sum(s):

A. Alternate No. 1: **OMIT** all work associated with extension of DDC Control System to Buildings Three and Four.

Negative thirty six thousand and ninety five dollars DEDUCT(\$ -36,095.00)
(Show amount in both words and figures)

B. Alternate No. 2: **OMIT** all work associated with removal and replacement of existing windows in Building Three.

Negative two hundred fifty three thousand and eight hundred seventy five DEDUCT(\$ -253,875.00)
(Show amount in both words and figures)

In the event of a discrepancy between the wording of the Alternate amount(s) and the figure of the Alternate amounts(s), the wording shall govern.

UNIT PRICES:

The Unit Prices shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead, and profit. Unit prices shall be used uniformly for additions or deductions.

A. Unit Price No. 1 – Asbestos Abatement

Description: Unit Prices for asbestos abatement / disposal should any asbestos-containing materials be identified after project commences, according to Appendix 1 "Asbestos Abatement":

- Unit Price 1a. Floor tile (without mastic): \$ 2.65 / Square Foot
- Unit Price 1b. Floor tile (with mastic): \$ 3.55 / Square Foot
- Unit Price 1c. Floor tile (extra layer(s) beneath other surfacing):
\$ 1.50 / Square Foot
- Unit Price 1d. Window Glazing: \$ 9.50 / Linear Foot
- Unit Price 1e. Window Caulking: \$ 13.50 / Linear Foot
- Unit Price 1f. Roofing / Flashing: \$ 20.00 / Square Foot
- Unit Price 1g. Pipe Insulation \$ 13.50 / Linear Foot
- Unit Price 1h. Duct Wrap: \$ 5.25 / Square Foot
- Unit Price 1i. Plaster \$ 6.50 / Square Foot

Bid Form

Page 2 of 4

Mildred Mitchell-Bateman Hospital
Renovations

B. Unit Price No. 2 – Masonry Repointing

Description: Rake and repoint mortar joints according to Division 04 Section 040120 "Maintenance of Unit Masonry".

\$ 23.50 / Linear Foot

C. Unit Price No. 3 – Gypsum Board

Description: Patch and repair gypsum board if damaged due to unforeseen conditions

\$ 1.97 / Square Foot

D. Unit Price No. 4 – Brick Veneer

Description: Remove and replace brick veneer near rooflines and modify coping and roofing on Building Two.

\$ 95.00 / Square Foot

E. Unit Price No. 5 – Plaster Repair

Description: Patch and repair existing exposed plaster walls and ceilings where damaged or cracked.

\$ 4.75 / Square Foot

F. Unit Price No. 6 – Fire Rated Wall Infill

Description: Infill openings in existing 2-hour rated walls with 2-hour shaft wall Type B6.

\$ 2.90 / Square Foot

G. Unit Price No. 7 – Individual Brick Replacement:

Description: Remove and replace individual isolated damaged bricks on Building Two.

\$ 55.00 / Brick

H. Unit Price No. 8 – Steel Lintel Replacement

Description: Remove and replace damaged steel lintels on Building Two.

\$ 253.00 / Linear Foot

FAILURE TO PROVIDE COMPLETELY FILLED-IN DATA FOR ALL OF THE ALTERNATES AND UNIT PRICES INDICATED ABOVE WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

The Bidder understands that, depending upon the availability of funds, the Owner may, at its own discretion, accept Alternates. Alternates will be accepted in the order listed above (Alternate No. 1 will be accepted before Alternate No.2). The Bidder further understands that it is the intent of the Owner to award a contract on the basis of lowest Base Proposal amount with or without modification by any or all of the Alternate Proposal amounts, as may solely benefit the Owner.

The Owner agrees to authorize disbursement to the Contractor for the performance of the Contract, and to make payment on 90% of the contract sum properly allocable to labor and materials completed on the Work up to the first (1st) day of each month, less the aggregate of previous payments in each case, and upon Substantial Completion of the Work, a sum sufficient to increase total payments to 100% of the contract sum, less such retainages as the Architect shall determine for all incomplete work and claims.

The Bidder has enclosed a Bid Bond for not less than 5% of the bid proposal price indicated above.

Upon receipt of written Notice of the acceptance of this bid, the Bidder agrees to promptly furnish, within 10 calendar days of Notice, satisfactory Performance and Labor and Material Payment Bonds in the amount of the Contract Price.

Respectfully submitted for:

CTB, Incorporated

(Firm Name)

Contractor's WV License Number: 036380
(Pursuant to the WV Contractor Licensing Act 1991, 21-11-11)

By: [Signature] Pres.
(Signature & Title)

WV Business Registration Number: 1049-9711

Business Address: 6101 Catlettschek Rd. P.O. Box 463
Catlettsburg, Ky 41129

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS
PROPERLY AUTHORIZED AGENT

State of West Virginia, County of Cabell:

Charles C. Meade II

(Name of Authorized Individual Making Bid)

residing at 3432 Tufts Dr. Catlettsburg Ky 41129, being duly

sworn does depose and say that CTB, Incorporated
(Give Name of Bidder or Bidders)

6101 Catlettschneck Rd P.O. Box 463 Catlettsburg, Ky 41129
(Business Address)

_____, and,
Charles C. Meade II
(Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.)

_____ is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any employee of the State of West Virginia is directly or indirectly interested therein.

[Signature]
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this 13th day of August, 2008,

before Wynard D. Bogan
(Notary Public)