

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Absten & Sons, LLC

3743 Winfield Road Winfield, WV 25213

Request for DEFK11032

MANAGER STREET (COLUMNICATION OF THE STREET	NOESTO/ATTIENTION OF
TARA LYLE	
304-558-2544	

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1501 9TH STREET

MOUNDSVILLE, WV 26041 341-6368

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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

Winfield, WV 25213

Request for MERCANDIAN SERVICE STREET

ADDRESSICORRES	PONDENCETO ATTENTION OF
TARA LYLE	
304-558-2544	

RFQ COPY TYPE NAME/ADDRESS HERE Absten & Sons, LLC 3743 Winfield Road

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1501 9TH STREET

MOUNDSVILLE, WV 26041

341-6368

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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

Request for Quotation DEFK11032

DEFK11032

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TARA	LYLE				
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RFQ COPY TYPE NAME/ADDRESS HERE

Absten & Sons LLC 3743 Winfield Road Winfield, WV 25213 DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1501 9TH STREET

MOUNDSVILLE, WV 26041

341-6368

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

Request for Quotation

DEFK11032

PACE 10

FREIGHTTERMS

ADDRESSICORRESRO	ndencembrasiennichoe
TARA LYLE	
104-558-2544	

TYPE NAME/ADDRESS HERE
Absten & Sons, LLC
3743 Winfeld Road
Winfield, WV 25213

DATE PRINTED TERMS OF SALE SHIP VIA FOR

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1501 9TH STREET

MOUNDSVILLE, WV 26041 341-6368

04/20/2011				
BID OPENING DATE: 05/26.		BID	PENING TIME	01:30PM
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Absten & Sons, LLC

3743 Winfield Road Winfield, WV 25213

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

Request for DEFK11032

DEFK11032

*********ADDRIESSROOHSESRONDENGER(OFATRIENT)(GNO) TARA LYLE 304-558-2544

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 1501 9TH STREET

MOUNDSVILLE, WV

26041 341-6368

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EXHIBIT 10

REQUISITION NO.: DEFK 11032

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

NO. 1	<u>,</u> X
NO. 2	••••••
NO. 3	•••••
NO. 4	•••••
NO. 5	. •

ADDENDUM NO.'S:

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

SIGNATURE
Absten + Sons, Llc
COMPANY
5/25/11
DATE

REV. 11/96

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Agencylivision Engineering	Š.	Facilities
REO P O# DEEK 11032		•

BID BOND

of 3743 Winffield Road, Winfield, W 25213 as Principal, and Western Streety Company of Sloux Falls, SD 57117 as corporation organized and existing under the laws of the State of SD with its principal office in the City of Sloux Falls as Surety, are held and firmly bound unto the State West Virginia, as Obligae, in the penal sum of Five Percent of Rid (\$ 5% of bid) for the payment of which sill and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administrators a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fisce removal. & replacement: of light fixtures at National Guard Amory 1501. 9th Street, Mandaville, W. NOW THEREFORE, (a) if said bid shall be rejected, or (b) if said bid shall be rejected, or (c) if said bid shall be rejected, or (d) if said bid shall be secepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greenent created by the acceptance of said bid, then this obligation shall be not all and void, otherwise this obligation shall remain in furce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever xiceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in mean the penal amount of this obligation as herein stated. INWITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporable save caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this surety Comp	KNOW ALL MEN BY THESE PRESENTS,	That we, the undersigned, Absten & Sons LIC
since Falls, SD 57117 a corporation organized and existing under the laws of the State of the SD with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State Visit Virginia, as Obliges, in the penal sum of Five Percent of Bid (s. 5% of bid) for the payment of which of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fisce removal & replacement of light fixtures at National Quand Amony 1501. 9th Street, Moundsville, W. NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be expected and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in fure and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever kneed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in may impaired or affected by any extension of the time within which the Obliges may accept such bid, and said Surety does hereby raive notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporationate seals to be affixed hereunto and these presents to be signed by their proper officers, this Absten & Sons ILC (Name of Principal) Principal Corporate Seal Absten & Sons ILC (Name of Surety)	of 3743 Winfield Road, Winfield, W	W 25213, as Principal, and <u>Western Surety Company</u>
West Virginia, as Obliges, in the penal sum of Five Percent of Bid (s. 5% of bid) for the payment of which all and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fisc pronoval. & replacement of Light fixtures at National Quard Among 1501. 9th Street, Mondsville, W. NOW THEREFORE, (a) If said bid shall be escepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greenent created by the acceptance of add bid, then this obligation shall be null and void, otherwise this obligation shall remain in furce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever worked the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in may impelied or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby valve notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporation. Principal Corporate Seal Absten & Sons LIC (Name of Principal) By Laure (Name of Principal) By Laure (Name of Principal) By Laure (Name of Principal) Western Surety Company (Name of Principal)	Sioux Falls, SD 57117	, a corporation organized and existing under the laws of the State of
West Virginia, as Obliges, in the penal sum of Five Percent of Bid (\$ 5% of pid) for the payment of which all and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fisc removal. & replacement of Light fixtures at National Grand Amory 1501 9th Street, Mandaville, W. NOW THEREFORE. (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall be main in force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever xiceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in any impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby rathe notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporationate caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this with day of May	SD with its principal office in the City of	of Sioux Falls, as Surety, are held and firmly bound unto the State
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fise removal. & replacement of light fixtures at National Guard Amory 1501 9th Street, Mandaville, W NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be eccepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b) If said bid shall be accepted and insurance required by the bid or proposal, and shall in all other respects perform the preement created by the acceptance of said bid, then this obligation shall be nut and void, otherwise this obligation shall remain in furce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever xiceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in many imperied or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby any imperied or affected by any extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporationate caused their corporate seals to be affitived hereunto and these presents to be signed by their proper officers, this contributed to the president of the president of the president of the president of the president of the president of the president of the president of the president of the president of the president of the president of the president of the president of	Many Virginia as Obliges in the penal sum of Fiv	re Percent of Bid (\$ 5% of bid) for the payment of which,
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the epartment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for tisc removal. & replacement of Light fixtures at National Guard Amory 1501. 9th Street, Marrisville, W. NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be excepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b). If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b). If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b). If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b). If said bid shall be accepted and the Principal and shall be null and vold, otherwise this obligation shall remain in furce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein state the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein state the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein state the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein state the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein state the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation shall be null and surety for any and all claims hereunder shall, in no ever xceed the penal are the surety for any and all cla	West Vilginia, as Obliges, in the permitted by	nd curselves, our heirs, administrators, executors, successors and assigns.
Partment of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for fisc removal. & replacement of Light fixtures at National Guard Amory 1501. 9th Street, Mandsville, W. NOW THEREFORE. (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached (b) If said bid shall be acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in fure and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever sceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in near interest of any such extension of the time within which the Obligee may accept such bid, and said Surety does hereby raive notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporationate caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this within day of May	and truly to be made, we jointly and soverany on	,
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(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached ereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the greement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in furce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no ever xceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in may impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby where notice of any such extension. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporationate as a seals to be affixed hereunto and these presents to be signed by their proper officers, this ever caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this ever caused their corporate Seal Absten & Sons IIC (Name of Principal) President (Title) Western Surety Company (Name of Surety)	fisc removal & replacement of light fixt	res at National Guard Armory 1501 9th Street, Moundsville, WV
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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Neely R Arthur Jr, David M Jennings, Timothy J White, Mary Ann Cline, Individually

of Winfield, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2008.

VA SPANIS

WESTERN SURETY COMPANY

Paul 7. Bruflat, Senior Vice President

State of South Dakota County of Minnehaha

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On this 24th day of October, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012

D. KRELL SEAL SOUTH DAKOTA

Lea Frell Notice Public

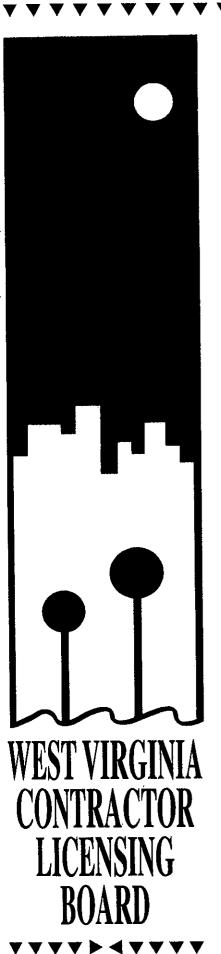
CERTIFICATE

1, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of May 2011.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretar



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV004708

Classification:

ELECTRICAL GENERAL BUILDING GENERAL ENGINEERING HEATING, VENTILATING & COOLING MULTIFAMILY PIPING PLUMBING RESIDENTIAL SPECIALTY

> ABSTÉN & SONS LLC DBA ABSTEN & SONS LLC 6132 STATE ROUTE 34 WINFIELD, WV 25213-9639

Date Issued

Expiration Date

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WV	
COUNTY OF Putnam	TO-WIT:
I, Edward L. Absten state as follows:	, after being first duly sworn, depose and
1. I am an employee of	Absten & Sons, LLC ; and, (Company Name)
2. I do hereby attest that _	Absten & Sons, LLC (Company Name)
maintains a valid writter policy is in compliance v	n drug free workplace policy and that such with West Virginia Code §21-1D-5.
The above statements are swo	orn to under the penalty of perjury.
	Absten & Sons, LLC
•	(Company Name)
•	By: Saward & alites
	Title: Member/Manager
	Date: 05/25/2011
Taken, subscribed and sworn	to before me this 25th day of May, 2011
By Commission expires	October 29, 2017
(Seal)	Stephani D. Wingate
•	(Notary Publid)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF

THE BID.

Official Seal
Notary Public, State of West Virginia
Stephanie D. Wingate
4 Mill Creek Crossing
Hurricane, WV 25526
My Commission Expires October 29, 2017

Rev March 2009

RFQ No.	DEFK11032
LLC IAO	

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 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.

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

Absten & Sons, LLC Vendor's Name: _ 05/25/2011 Date: Authorized Signature: _ State of __ Putnam ____, to-wit: County of ____ Taken, subscribed, and sworn to before me this 25 day of ___ October 29 My Commission expires NOTARY PUBLIC Stepheni D. Mingate



WITNESS THE FOLLOWING SIGNATURE

AFFIX SEAL HERE