



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
HUT983

PAGE
1

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

VENDOR

*116142806 304-340-0220
 C&T DESIGN AND EQUIPMENT CO
 1415 STONEHENGE ROAD

 CHARLESTON WV 25314

SHIP TO

HUTTONSVILLE CORRECTIONAL
 CENTER
 ATTENTION: KEN HOLBROOK
 ROUTE 250 SOUTH
 HUTTONSVILLE, WV
 26273 335-2291

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/21/2009				INCLUDED
BID OPENING DATE: 11/10/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		165-29	\$88,278.00	\$88,278.00
DISHWASHERS (COMMERCIAL) CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO REPLACE THE COMMERCIAL DISHWASHING SYSTEM AT THE HUTTONSVILLE CORRECTIONAL CENTER, HUTTONSVILLE, WV, PER THE SPECIFICATIONS. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP						

RECEIVED
 2009 NOV 10 AM 9:40
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark D Holmes</i>	TELEPHONE 304-340-0220	DATE 11-9-09
TITLE Sales Consultant	FEIN 35-1315249	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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 case 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



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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mark D Holmes</i>	304-340-0220	11-9-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Consultant	35-1315-249	

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				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark D Holms</i>	TELEPHONE 304-340-0220	DATE 11-9-09
TITLE Sales Consultant	FEIN 35-1315-249	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3				
	NO. 4				
	NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....<i>Mark D Holmes</i>.....SIGNATURE C&T Design and Equip. Co., Inc.....COMPANY 11-9-09.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HUT983 ***** TOTAL:						<u>\$88,278.00</u>

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SIGNATURE *Mark D Holmes* TELEPHONE **304-340-0220** DATE **11-9-09**
 TITLE **Sales Consultant** FEIN **35-1315-249** ADDRESS CHANGES TO BE NOTED ABOVE

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DISHWASHING MACHINE SHALL BE A HOBART MODEL FT 920 FLIGHT TYPE DISHWASHER (or equal)

- Dish machine to be a fully automatic flight-type machine.
- Consisting of a power recirculating prewash in the 5 ft. load section and recirculating prewash water jetted over the SST surface area below the conveyor loading section to provide continues self cleaning.
- Power wash, power rinse and Opti-Rinse TM fresh water rinse in the 8 ft. center section.
- 7ft. unload section to contain a 2 ft chambered section to contain a 2 ft. chambered section With the remaining length to be open to allow for drying of the ware and the unloading Process.
- Load and unload sections to include a 10" shelf to facilitate the loading and unloading practice.
- Overall length of machine to be 20' 10".
- Direction of operation to be right to left.
- Voltage and phase to be 208/60/3ph.

CONSTRUCTION

- Tanks and chamber constructed of #16 gauge stainless steel.
- Tank design to be drawn with rounded corners throughout and contoured to the drain opening For easy cleaning.
- Chamber wide prewash, power wash, and power rinse inspection doors to be FULLY INSULATED HINGED.
- Prewash, power wash, and power rinse SST self-draining pumps and motors integrally assembled and mounted to tanks with frame support.
- Stainless steel back panels and lower front panels to provide an air gap for a cooler surface area and a reduction in heat loss.
- Easy to remove 4 ply curtains to be placed between each section to aid in heat retention.

PUMPS

- SST self draining prewash pump to produce a flow rate of 150 gallons per minute
- SST self-draining power wash and power rinse pumps to produce a flow rate of 292 gallons per minute.
- All pumps and impellers to be stainless steel and self-draining.
- Easy to reach pump clean-outs to be provided for each pump.

MOTORS

- All pump motors to be totally enclosed fan cooled 3 hp. Motors.
- Conveyor motor to be ½ hp.
- Each motor to have inherent overload protection.

CONTROLS

- A stainless steel control panel mounted in the center section houses the machine operating status display.
- Control box houses accurate digital temperature displays and visual alarms at an easy to read eye level.
- Photo electronic eyes positioned at the load end to detect all sizes of ware.
- Photo electronic eyes to activate machine operation and sequence the fresh water rinse system to provide a reduction in operating cost.
- Conveyor start/stop switches ergonomically located at the load and unload section.
- All wiring from components to control box to be corded and labeled without intermediate plug and socket connectors.
- Full time auto fill to be standard.
- Conveyor reversing switch to be mounted the inside control box.

CONVEYOR DRIVE SYSTEM

- Conveyor drive motor to be ½ hp. with inherent overload protection.
- Trip mechanism provided on unload section shall stop the conveyor without "coasting".
- Anti-jam protection to be standard stopping the conveyor when minimal pressure is applied.
- Flight links to be of Duraflex material to accommodate dishware as well as 18" x 26" sheet pans and 22" x 27" oval bus trays.
- Flight links pegs to be designed with V-shaped edges, containing no flat surfaces to deflect lower wash arm water.
- Conveyor width of to be 30-1/2".
- Conveyor to have adjustable speed from 4 to 12 feet per minute.

VENT SYSTEM

- Single point 16" round vent connection.
- Built in dampers to be provided at clean and soiled ends.
- Clean end vent opening in upper chamber to have drain pan to prevent condensate dripping on clean ware. Drip pan to be removable without tools.
- CFM requirement to be 750 CFM.

RE-CIRCULATING PREWASH SYSTEM

- To remove soil by means of recirculating water sprayed over dishes before entering wash zone.
- This section to receive water cascaded from the wash, power rinse, and fresh water rinse.

PREWASH, POWERWASH, AND POWER RINSE SYSTEMS

- Each compartment is equipped with stainless steel upper and lower manifolds with debossed anti-clogging nozzles.
- One-piece wash arms effortlessly removed and reinstalled without tools.
- Wash arms to be guided in place by means of track guides.
- Wash manifold from pump to wash arms to be outside of chamber leaving chamber interior clear of all piping for easy cleaning.
- Full time auto fill to be standard.

DRAINS

- Drains to be open and closed by means of a heavy gauge handle connected to a brass body and stainless steel ball valve.

CLEAN OUT ACCESS

- Extension panels on load and unload sections to be completely removable without the use of tools for easy cleaning.

STRAINER SCREENS

- Prewash, power wash, and power rinse scrap screens to be one piece slanted design slopped toward the front of the machine and the large removable 16 gauge SST scrap basket.
- Scrap system to be inside chamber allowing for smooth front.
- Both tray and basket easily removable from the front of the machine.

TANK HEAT

- Regulated stainless steel steam coils from 21-50 psi with solid state thermostat and positive low water protection.
- Equipped with a factory installed electrically integrated steam booster heater.

FINAL RINSE

- Fresh water non-pumped final rinse water usage to be no more than 132 gallons per hour at a conveyor speed of 10 feet per minute.
- Fresh water rinse to be a non pumped/dual design.
- Rinse nozzles and rinse are to be secured in a slotted mounting fixture to ensure proper spray pattern.
- Upper and lower rinse arms to be removable without tools for easy cleaning.
- Rinse activation to be sequenced through the use of photo electronic sensors mounted at the entrance end of the load chamber.
- Final rinse booster heater to be a 150 steam booster heater electrically integrated to the dish machine.

WARRANTY

Manufacturer to provide two and a half year warranty on parts and labor.

INSTALLATION:

Installation work must be performed by the authorized manufacturer technicians.

Owner training to be presented by Hobart Manufacturer Representatives to go over care, use and operation of the new dishwasher. Manufacturer to provide an Operator Video.

SITE VISIT:

Site visits may be conducted by contacting:

Pam Jones, Business Manager or JoAnn Gilardi at the Huttonsville Correctional Center
304-335-2291, no later than 11/4/09 – between the hours of 9:00 AM – 3:30 PM.

The successful vendor is responsible for all labor, materials, accessories, and equipment necessary to install the dishwasher system, even if it is not listed in the specifications.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: C&T Design and Equipment Co., Inc.

Authorized Signature: *Much D. Helms* Date: 11-9-09



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

I, Mark D. Holmes, after being first duly sworn, depose and state as follows:

1. I am an employee of C&T Design and Equip. Co., Inc.; and,
(Company Name)

2. I do hereby attest that C&T Design and Equip. Co., Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

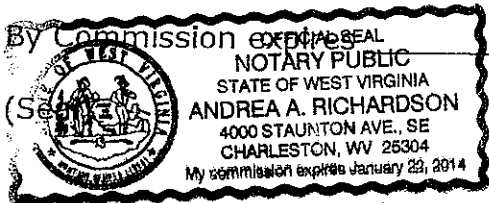
C&T Design and Equipment Co., Inc.
(Company Name)

By: Mark D. Holmes

Title: Sales Consultant

Date: NOVEMBER 8, 2009

Taken, subscribed and sworn to before me this 8th day of November.



January 22, 2014
Andrea A. Richardson
(Notary Public)

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we C&T Design and Equipment Co., Inc.

2750 Tobey Drive, Indianapolis, IN 46219

as Principal, hereinafter called the Principal, and Western Surety Company

101 S. Phillips Avenue, Sioux Falls, SD 57104

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter

called the Surety, are held and firmly bound unto State of West Virginia; Department of Administration

Purchasing Division; 2019 Washington Street East
P.O. Box 50130; Charleston, WV 25305 as Obligee, hereinafter called the Obligee, in the sum of

5% of Amount Bid Dollars (\$5% of Amount Bid),

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

WHEREAS, the Principal has submitted a bid for _____

Huttonsville Correctional Center

Route 250 South, Huttonsville, WV 26273

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 10th day of November, 2009

Penny D. Zickafoose
(Witness)

PENNY D. ZICKAFOOSE

C&T Design and Equipment Co., Inc.
(Principal) (Seal)

Michael E. Kennedy
(Title)

MICHAEL E. KENNEDY, SECRETARY/TREASURER

Kathie Mullins
(Witness)

Western Surety Company
(Surety) (Seal)

Shawnda A. Marshall
(Title)

Shawnda A. Marshall, Attorney-In-Fact

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

Sheila K Frederick, Hugh B McGowan, Carl Boyer, Shawnda A Marshall, Katie L Mullins, Hugh M McGowan, Michael J Highum, Douglas R Logan, Individually

of Indianapolis, IN, 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 8th day of October, 2009



WESTERN SURETY COMPANY

Paul T. Bruflat

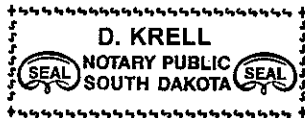
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of October, 2009, 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

D. Krell, Notary Public

CERTIFICATE

I, 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 10th day of November 2009



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE


PRODUCER Old National Insurance P.O. Box 80159 Indianapolis, IN 46280-0159 317 575-9999	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED C & T Design & Equipment Co., Inc. 2750 Tobey Drive Indianapolis, IN 46219	INSURERS AFFORDING COVERAGE INSURER A: The Netherlands Insurance Co. INSURER B: Wausau Business Insurance Co. INSURER C: Indiana Insurance Company INSURER D: Continental Cas Co INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CBP8329825	09/01/09	09/01/10	EACH OCCURRENCE \$1,000,000
B		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	YYKZ91447342018 Bikt Add'l Insd. Waiver of Subrogation if Req'd. by written contract	09/01/09	09/01/10	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8320326	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU8320626	09/01/09	09/01/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8320997	09/01/09	09/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8320997	09/01/09	09/01/10	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Installation	CBP8329825	09/01/09	09/01/10	\$1,000,000 any location
D		Incl Stored Mat'l Professional Liab	MCH254031950	09/01/09	09/01/10	\$500,000 transit \$3,000,000 claim/agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER West Virginia Division of Labor State of West Virginia;c/o Contr Capitol Complex Bldg 3 Rm 319 Charleston, WV 25305-0000	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV032078

Classification:

SPECIALTY

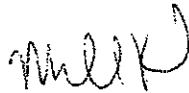
C & T DESIGN AND EQUIPMENT CO INC
DBA C & T DESIGN AND EQUIPMENT CO INC
2750 TOBEY DR
INDIANAPOLIS, IN 46219

Date Issued

JANUARY 27, 2009

Expiration Date

JANUARY 27, 2010



Authorized Company Signature

MICHAEL E. KENNEDY
SECRETARY/TREASURER



Chair, West Virginia Contractor
Licensing Board



**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.

