



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

**Solicitation**

NUMBER
LCF22112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR



2800 7th Avenue  
 Suite 102  
 Charleston, WV 25387

SHIP TO

LAKIN CORRECTIONAL FACILITY  
 11264 OHIO RIVER ROAD  
 WEST COLUMBIA, WV  
 25287 304-558-2036

DATE PRINTED
05/29/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	340-80	PROVIDE & INSTALLATION OF CARBON MONOXIDE DETECTORS		
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 06/04/2013 AT 10:00 AM AT THE LAKIN CORRECTIONAL FACILITY LOCATED AT 11264 OHIO RIVER ROAD WEST COLUMBIA, WV 25287. VENDORS SHOULD PRE-REGISTER PRIOR TO THE MEETING WITH STACY DUNCAN BY PHONE AT 304-674-2440 OR BY EMAIL AT STACY.A.DUNCAN@WV.GOV.            *****            PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.            *****</p> <p style="text-align: right;">06/18/13 12:13:01 PM            West Virginia Purchasing Division</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - LAKIN CORRECTIONAL FACILITY, IS SOLICITING BIDS TO PROVIDE AND INSTALL CARBON MONOXIDE DETECTORS AT THE LAKIN CORRECTIONAL FACILITY LOCATED AT 11264 OHIO RIVER ROAD WEST COLUMBIA, WV 25287, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> <li>INSTRUCTIONS TO VENDORS SUBMITTING BIDS</li> <li>GENERAL TERMS AND CONDITIONS</li> <li>ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION)</li> </ol>						
SIGNATURE <i>Cory Mitchell</i>				TELEPHONE 304-206-2600	DATE 6-17-2013	
TITLE ESSR		FEIN 58-2608861		ADDRESS CHANGES TO BE NOTED ABOVE		

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



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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**Solicitation**

NUMBER
LCF22112

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

LAKIN CORRECTIONAL FACILITY  
  
 11264 OHIO RIVER ROAD  
 WEST COLUMBIA, WV  
 25287 304-558-2036

DATE PRINTED
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BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
4.				CONTRACTS ONLY) LCF22112 SPECIFICATIONS		
5.				CERTIFICATION AND SIGNATURE PAGE		
6.				PURCHASING AFFIDAVIT		
7.				BID BOND INSTRUCTIONS AND FORM		
8.				DRUG-FREE WORKPLACE AFFIDAVIT		
9.				WV-75-CONSTRUCTION BID SUBMISSION REVIEW FORM		
***** THIS IS THE END OF RFQ LCF22112 ***** TOTAL:						\$28,973.00

SIGNATURE <i>Cory R. White</i>	TELEPHONE 304-206-2600	DATE 6-17-2013
TITLE ESSR	FEIN 58-2608861	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

June 4, 2013 at 10:00 am

Lakin Correctional Center  
 11264 Ohio River Road  
 West Columbia, WV 2528  
 Vendors should pre-register with Stacy Duncan by calling 304-674-2440 or by email at Stacy.A.Duncan@wv.gov.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: June 5, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
 BUYER: State of WV - Tara Lyle  
 SOLICITATION NO.: LCF22112  
 BID OPENING DATE: 6-18-13  
 BID OPENING TIME: 1:30PM  
 FAX NUMBER: 304-553-0701

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 13, 2013 at 1:30 pm

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
  
 and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	WV Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
39. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.



**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: SimplexGrinnell

Contractor's License No. WV010306

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires 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. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractors will be used if the bidder will perform the work
  
  - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  
  - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Corrections, Lakin Correctional Center to provide and install nineteen (19) Carbon Monoxide detectors.

Lakin Correctional Center is located at 11264 Ohio River Road, West Columbia, WV 25287

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item”** means labor, equipment, and materials necessary to provide and install nineteen (19) Carbon Monoxide Detectors: System Sensor Brand- Model BK-CO1224TR or equal.

2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as LCF22112.

2.4 **Location of Carbon Monoxide Detectors.** A Carbon Monoxide detector in a room with Installation of Carbon Monoxide Detectors: System will be in the following locations at the facility:

1. In Culinary Arts Classroom near ice machine.
2. In Culinary Arts Classroom near Hand Sink/Exit door.
3. Hallway near Culinary Arts Class room between classroom doors.
4. Education classroom (E113) on wall closest to culinary arts classroom.
5. In Cosmetology classroom on outside wall.
6. Library on outside wall.
7. Laundry, in room behind dryers.
8. Hallway outside of laundry (D194).
9. Boiler Room (D132).
10. Kitchen (Quantity of 3)
  - a. 1 on wall over 3 bowl sink.
  - b. 1 on wall by ice machine.
  - c. 1 on wall by restrooms.
11. Dining Hall A- by pill call room (D121).
12. Dining Hall B- by pill call room (D126).
13. J Building- In boiler room (J194).

14. J Building-wall just outside of boiler room- (J195 over water fountain)
15. J Building Laundry room (J190).
16. J Building (J189) hall outside of laundry.
17. J Building C Wing- in dayroom near Water fountain- (J143)

### 3. GENERAL REQUIREMENTS:

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Carbon Monoxide Detectors: System Sensor Brand- Model BK-CO1224TR or Equal.

3.1.1.1 Detector should be at least six inches from the ceiling. This must be adjusted for different height rooms.

3.1.1.2 The detector shall be equipped with a sounder and a trouble relay. The detectors should be able to mount to a single-gang electrical box or direct mount to the ceiling or wall.

3.1.1.3 The detector shall provide dual-color LED indication that blinks to indicate normal standby, alarm, or end-of-life.

3.1.1.4 All wiring must be installed in compliance with the NFPA 70, National Electrical Code (NEC), applicable state and local codes, and any special requirements of the municipal authority.

3.1.1.5 To reduce the likelihood of wiring errors, the conductors used to connect detectors to the alarm control panel and accessory devices should be color coded.

3.1.1.6 Operating temperature range: 0° to 40°C (32° to 104° F)

3.1.1.7 Wire Gauge acceptance: 14-22 AWG

3.1.1.8 Operating humidity range: 22 – 90% %RH

3.1.1.9 System supply voltage: Nominal 12/24 VDC, Min: 10 VDC, Max: 33 VDC.

3.1.1.10 Alarm current: 40 mA (75 mA test)

3.1.1.11 Sounder: 85 dB in alarm

3.1.1.12 Dimensions: Weight: 8.6 oz., Diameter: 6 inches, Height of 1.3 inches.

3.1.1.13 Plans must be approved by WV Fire Marshal Office before work begins.

### 3.1.2 Equipment Software Interface

3.1.2.1 The vendor shall interface the supplied sensors with Simplex Fire Alarm panels. Work will include re-programming of Fire Alarm panel.

3.1.2.2 Fire Alarm system is Simplex 4020 (Main Building) and Simplex 4010 (J Building).

3.1.2.3 All work is to be performed in compliance with applicable Federal and State codes, local and municipal ordinances, International Building Code, International Mechanical Code, Life Safety Code, NEC, ANSI, OSHA, UL, ASME and all other related standards and protocols.

3.1.2.4 Work areas will be limited to those spaces required for access to the building. Agency facility shall remain open and in use during this contract work. Contractor shall work with the facility personnel to coordinate the temporary access to work areas. Contractor shall minimize disruption to building work areas.

3.1.2.5 Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new equipment and materials that meets commercial quality standards. Contractor shall verify all dimensions.

- 3.1.3 **Warranty:** A minimum of three (3) year warranty on labor and materials shall be required.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by inserting the unit price and multiplying by quantity to get the extended price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items on or before July 15, 2013, and invoice the Division of Corrections on or before July 20, 2013.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION  
LCF22112 Carbon Monoxide Detectors

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- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.



REQUEST FOR QUOTATION  
LCF22112 Carbon Monoxide Detectors

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RFQ # LCF22112

All, labor, materials, equipment and supplies necessary to install New Carbon Monoxide Detectors, Equipment Software Interface at the Lakin Correctional Center located in Mason County, WV.

PRICING PAGE

Bidder's Company Name: SimplexGrinnell LLP

Bidder's Address: 2800 7th Avenue, Suite 102  
Charleston, WV 25387

Remittance Address: Same As Above

(If different)

Phone Number: 304-746-4081

Fax Number: 304-746-4089

Email Address: cmitchell@simplexgrinnell.com

WV Contractor's License Number: WV010306

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL COST:: Twenty Eight Thousand Nine Hundred and Seventy Three Dollars

(\$ 28,973.00 ) (Total to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

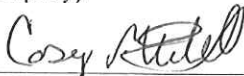
It is recommended to submit the bid using this bid form.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

SimplexGrinnell

(Company)



(Authorized Signature)

Casey Mitchell, ESSR

(Representative Name, Title)

304-206-2600

304-553-0701

(Phone Number)

(Fax Number)

6-17-13

(Date)

RFQ No. LCF22112

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Simplex Grinnell

Authorized Signature: [Signature] BM Date: 6-17-2013

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17 day of June, 2013.

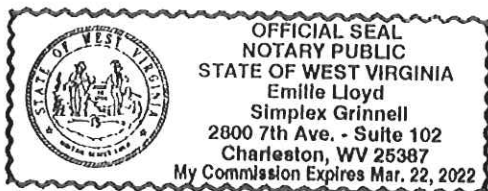
My Commission expires March 22, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)





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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, Wayne Legursky, after being first duly sworn, depose and state as follows:

1. I am an employee of Simplex Grinnell; and, (Company Name)

2. I do hereby attest that Simplex Grinnell (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.

Simplex Grinnell (Company Name)

By: Wayne Legursky

Title: Branch Mgr

Date: 6-17-2013

Taken, subscribed and sworn to before me this 17 day of June.

By Commission expires March 22, 2022



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Emille Lloyd
Simplex Grinnell
2800 7th Ave. - Suite 102
Charleston, WV 25387
My Commission Expires Mar. 22, 2022

Emille Lloyd (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.

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

Number: WV010306

Classification:

LOW VOLTAGE SYSTEMS  
SPRINKLER AND FIRE PROTECTION

SIMPLEXGRINNELL LP  
DBA SIMPLEXGRINNELL LP  
PO BOX 3042  
BOCA RATON, FL 33431

Date Issued

SEPTEMBER 25, 2012

Expiration Date

SEPTEMBER 25, 2013



Authorized Company Signature



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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> Bhavna Chauhan <b>PHONE (A/C, No, Ext):</b> (212) 345-8735 <b>FAX (A/C, No):</b> (212) 948-8852 <b>E-MAIL ADDRESS:</b> Please see bottom of 2nd page									
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Commerce &amp; Industry Ins Co.</td> <td>19410</td> </tr> <tr> <td>INSURER B: Illinois National Insurance Co.</td> <td>23817</td> </tr> <tr> <td>INSURER C: Nat'l Union Fire Ins Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER D: New Hampshire Ins. Co.</td> <td>23841</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co.	19410	INSURER B: Illinois National Insurance Co.	23817	INSURER C: Nat'l Union Fire Ins Co. of Pittsburgh, PA	19445	INSURER D: New Hampshire Ins. Co.
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INSURER D: New Hampshire Ins. Co.	23841									
<b>INSURED</b> SimplexGrinnell LP 50 Technology Drive WESTMINSTER, MA 01441 United States										

**COVERAGES** **CERTIFICATE NUMBER:** 1091683 - A **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL 7146417 (Primary GL)	9/28/2012	10/1/2013	EACH OCCURRENCE	\$ \$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000.00
							MED EXP (Any one person)	\$ \$10,000.00
							PERSONAL & ADV INJURY	\$ \$1,000,000.00
							GENERAL AGGREGATE	\$ \$2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ \$2,000,000.00
								\$
C C C D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 3447245 (All Other States) CA 3447251 (MA) CA 3447254 (VA) CA 3447252 (NH) (Primary AL)	9/28/2012 9/28/2012 9/28/2012 9/28/2012	10/1/2013 10/1/2013 10/1/2013 10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000.00
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NEW HAMPSHIRE (CSL)	\$ \$250,000.00
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE PRODUCTS -	\$
							NEW HAMPSHIRE (CSL)	\$
A B C D D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 043464663 (FL) WC 043464672 (MI) WC 043464662 (CA) WC 043464661 (All Other States) WC 043464673 (MN)	9/28/2012 9/28/2012 9/28/2012 9/28/2012	10/1/2013 10/1/2013 10/1/2013 10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L EACH ACCIDENT	\$ \$2,000,000.00
							E.L DISEASE - EA EMPLOYEE	\$ \$2,000,000.00
							E.L DISEASE - POLICY LIMIT	\$ \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Please refer to attached ACORD 101 for further remarks.

## CERTIFICATE HOLDER

## CANCELLATION

SimplexGrinnell  
 2800 7th Avenue  
 Charleston, WV 25312  
 United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jessica Cullen*

MARSH USA INC, BY:  
 Jessica Cullen, Casualty Program

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Marsh USA Inc.</b> POLICY NUMBER		NAMED INSURED SimplexGrinnell LP 50 Technology Drive WESTMINSTER, MA 01441 United States  EFFECTIVE DATE:	
CARRIER	NAIC		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**REGARDING POLICIES OF INSURANCE:**

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
D	WC 043464674 (MA, ND, OH, WA, WI, WY)	9/28/2012	10/1/2013
D	WC 043464675 (CT, GA, PA, SC)	9/28/2012	10/1/2013

**REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advance of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

**FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:**  
 Emilie Lloyd (Email: [elloyd@simplexgrinnell.com](mailto:elloyd@simplexgrinnell.com) Phone: 304-746-4081)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®  
 Business Process Automation for Risk Management, Insurance, and Trade Finance  
 To learn what EXIGIS can do for your business visit [exigis.com](http://exigis.com) or call 800.928.1963



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, SimplexGrinnell IP  
of Charleston, West Virginia, as Principal, and Federal Insurance Company  
of Warren, New Jersey, a corporation organized and existing under the laws of the State of IN  
with its principal office in the City of Warren, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount\* (\$ 5%) for the payment of which,  
well 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  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Provide CO Detectors for Lakin Correction Facility

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 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed 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 no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of June, 2013.

Principal Corporate Seal



Surety Corporate Seal

SimplexGrinnell IP  
(Name of Principal)

By [Signature]  
(Must be President or Vice President)

IBM  
(Title)

Federal Insurance Company  
(Name of Surety)

Stacy Rivera, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

\* Bid



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Francis M. McGarry, Rosalie A. Moresco, Patricia O'Connell and Ann Marie Tinerino of New York, New York; Aiza Lopez, Jeannette Porrini, Stacy Rivera and Elana V. Sanchez of Hartford, Connecticut -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of May, 2013.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 13th day of May, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant 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 signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18th day of June, 2013



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2012

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 402,323	Outstanding Losses and Loss Expenses.....	\$ 12,627,388
United States Government, State and Municipal Bonds .....	9,901,519	Unearned Premiums.....	3,416,163
Other Bonds.....	4,595,536	Ceded Reinsurance Premiums Payable.....	364,197
Stocks.....	811,166	Provision for Reinsurance .....	62,250
Other Invested Assets.....	<u>1,681,828</u>	Other Liabilities.....	<u>935,654</u>
 TOTAL INVESTMENTS .....	 <u>17,392,372</u>	 TOTAL LIABILITIES .....	 <u>17,405,652</u>
 Investments in Affiliates:			
Chubb Investment Holdings, Inc. ....	3,352,969	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,496,198	Paid-In Surplus.....	3,106,809
Chubb Insurance Investment Holdings Ltd....	1,228,075	Unassigned Funds .....	<u>10,713,227</u>
Executive Risk Indemnity Inc.....	1,100,637	 SURPLUS TO POLICYHOLDERS.....	 <u>13,841,016</u>
CC Canada Holdings Ltd.....	758,892		
Chubb Insurance Company of Australia Limited	517,597		
Great Northern Insurance Company .....	438,592		
Chubb European Investment Holdings SLP ..	265,490		
Vigilant Insurance Company.....	246,766		
Other Affiliates .....	429,458		
Premiums Receivable .....	1,494,693		
Other Assets .....	<u>1,524,929</u>		
 TOTAL ADMITTED ASSETS .....	 <u>\$ 31,246,668</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 <u>\$ 31,246,668</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments with a carrying value of \$430,688,714 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2012 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2012.

Subscribed and sworn to before me  
this March 31, 2013.

  
\_\_\_\_\_  
Notary Public

DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013

  
\_\_\_\_\_  
Assistant Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, SimplexGrinnell LP  
of Charleston, West Virginia, as Principal, and Federal Insurance Company  
of Warren, New Jersey, a corporation organized and existing under the laws of the State of  
IN with its principal office in the City of Warren, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount\* (\$ 5%) for the payment of which,  
well 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  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Provide CO Detectors for Lakin Correction Facility

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 hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed 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 no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of June, 2013.

Principal Corporate Seal



Surety Corporate Seal

SimplexGrinnell LP  
(Name of Principal)

By [Signature]  
(Must be President or Vice President)

pm  
(Title)

Federal Insurance Company  
(Name of Surety)

[Signature]  
Stacy Rivera, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

\* Bid



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Francis M. McGarry, Rosalie A. Moresco, Patricia O'Connell and Ann Marie Tinerino of New York, New York; Aiza Lopez, Jeannette Porrini, Stacy Rivera and Elana V. Sanchez of Hartford, Connecticut -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of May, 2013.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 13th day of May, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

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Given under my hand and seals of said Companies at Warren, NJ this 18th day of June, 2013



Dawn M. Chloros, Assistant Secretary

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# FEDERAL INSURANCE COMPANY

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Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments with a carrying value of \$430,688,714 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary \_\_\_\_\_ of the Federal Insurance Company

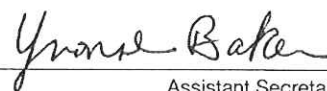
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2012 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2012.

Subscribed and sworn to before me  
this March 31, 2013.



Notary Public

DOROTHY M. BAKER  
Notary Public, State of New York  
No. 31-4904994  
Qualified in New York County  
Commission Expires Sept. 14, 2013



Assistant Secretary



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: LCF22112**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Simplex Grinnell

Company

Casey Mitchell

Authorized Signature

6-17-13

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

# Solicitation

NUMBER
LCF22112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

\*709001300 02 304-746-4081  
 SIMPLEX GRINNELL  
 2800 7TH AVE STE 102  
 CHARLESTON WV 25312-1727

SHIP TO

LAKIN CORRECTIONAL FACILITY  
 11264 OHIO RIVER ROAD  
 WEST COLUMBIA, WV  
 25287 304-558-2036

DATE PRINTED
06/06/2013

E-MAILED JUN 10 2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001		JB		340-80		
	1			PROVIDE & INSTALLATION OF CARBON MONOXIDE DETECTORS		
				***** THIS IS THE END OF RFQ LCF22112 ***** TOTAL:		\$28,973.00

SIGNATURE <i>Cory Metcalfe</i>	TELEPHONE 304-244-2600	DATE 6-17-13
TITLE ESSR	FEIN 58-2608861	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: LCF22112**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as LCF22112 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Pre-bid sign in sheet attached. The bid opening has moved from 06/13/2013 to 06/18/2013.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SIGN IN SHEET

Request for Proposal No. LCC 22112

PLEASE PRINT

Page 1 of 1

Date: 12/4/12 @ 10:00am

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Simplex Grinnell</u>	<u>2806 7th Ave Suite 102</u>	PHONE <u>304.746-4081</u>
Rep: <u>Casey Mitchell</u>	<u>Charleston, WV 25387</u>	TOLL FREE
Email Address: <u>cmitchell@simplexgrinnell.com</u>		FAX <u>304-555-0701</u>
Company: <u>MOUNTAINELL INSTALLATION SVC</u>	<u>2514 OLD TURNPIKE RD</u>	PHONE <u>304 421 1025</u>
Rep: <u>JEFF WEST</u>	<u>SUTTON WV 26601</u>	TOLL FREE
Email Address: <u>JEFFWEST304@YAHOO.COM</u>		FAX <u>681 205 8055</u>
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX

000003



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

**Solicitation**

NUMBER
LCF22112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR	*709001300 02 304-746-4081
	SIMPLEX GRINNELL
	2800 7TH AVE STE 102
	CHARLESTON WV 25312-1727

SHIP TO	LAKIN CORRECTIONAL FACILITY
	11264 OHIO RIVER ROAD
	WEST COLUMBIA, WV
	25287 304-558-2036

DATE PRINTED
06/09/2013

BID OPENING DATE: 06/18/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 2		
0001	1	JB		340-80		
				PROVIDE & INSTALLATION OF CARBON MONOXIDE DETECTORS		
***** THIS IS THE END OF RFQ LCF22112 ***** TOTAL:						\$28,973.00

SIGNATURE <i>Cosy Mitchell</i>	TELEPHONE 304-200-2600	DATE 6-7-13
TITLE ESSR	FEIN 58-2603861	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: LCF22112**  
**Addendum Number: 2**

---

The purpose of this addendum is to modify the solicitation identified as LCF22112 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Responses to vendor questions attached. Facility building drawing plans attached – Attachment A through Attachment I. The bid opening remains 06/18/2013 at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Q1: During the pre-bid meeting a question was asked about the type of conduit to be used if it had to be rigid.

A1: No, the conduit does not have to be rigid.

Q2: A request for copies of building drawing plans was made in order to prepare the report to the state Fire Marshal Office for approval.

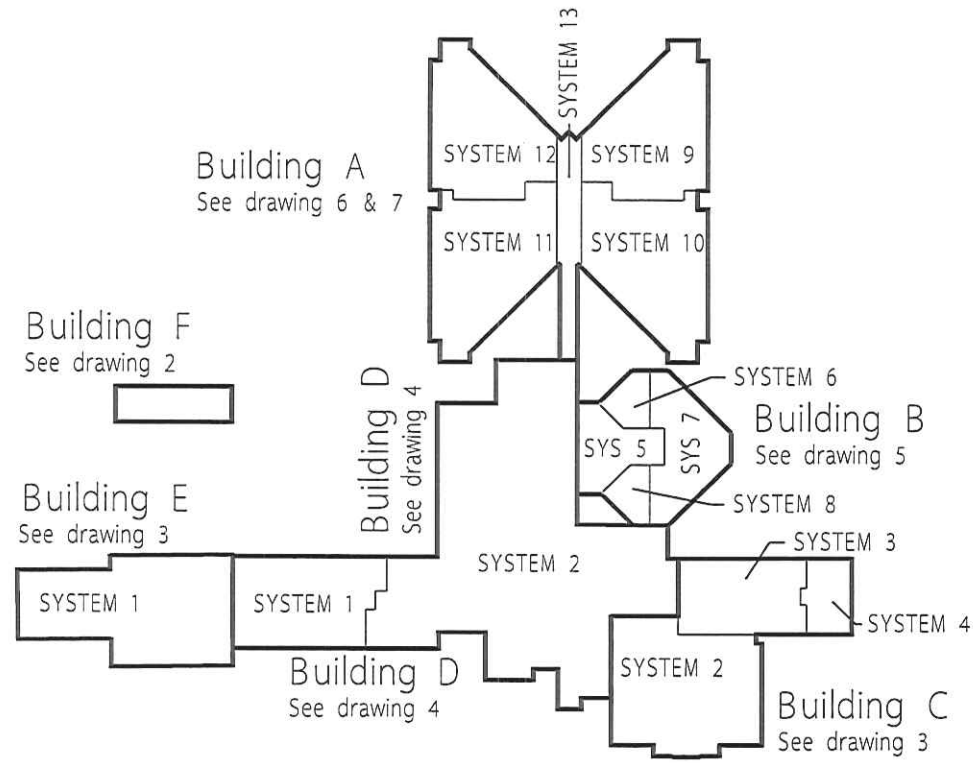
A2. Attached are nine (9) PDF copies of the facility building drawing plans.

Attachment A	Fire Sprinkler System
Attachment B	Area "A" First Floor Fire Sprinkler Plan
Attachment C	Area "A" Second Floor Fire Sprinkler Plan
Attachment D	Area "B" Second Floor Fire Sprinkler Plan Area "B" First Floor Fire Sprinkler Plan
Attachment E	Smoke System Activation Schedule
Attachment F	J Building Plan
Attachment G	Site Plan
Attachment H	Zones #1 and #2 Fire Sprinkler Plan
Attachment I	Zones #2, #3, #4 Fire Sprinkler Plan

**The bid opening remains 06/18/2013 at 1:30 pm.**


**No additional questions will be accepted on this RFQ.**





### KEY PLAN

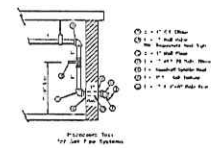
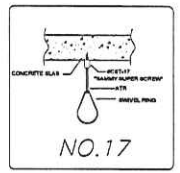
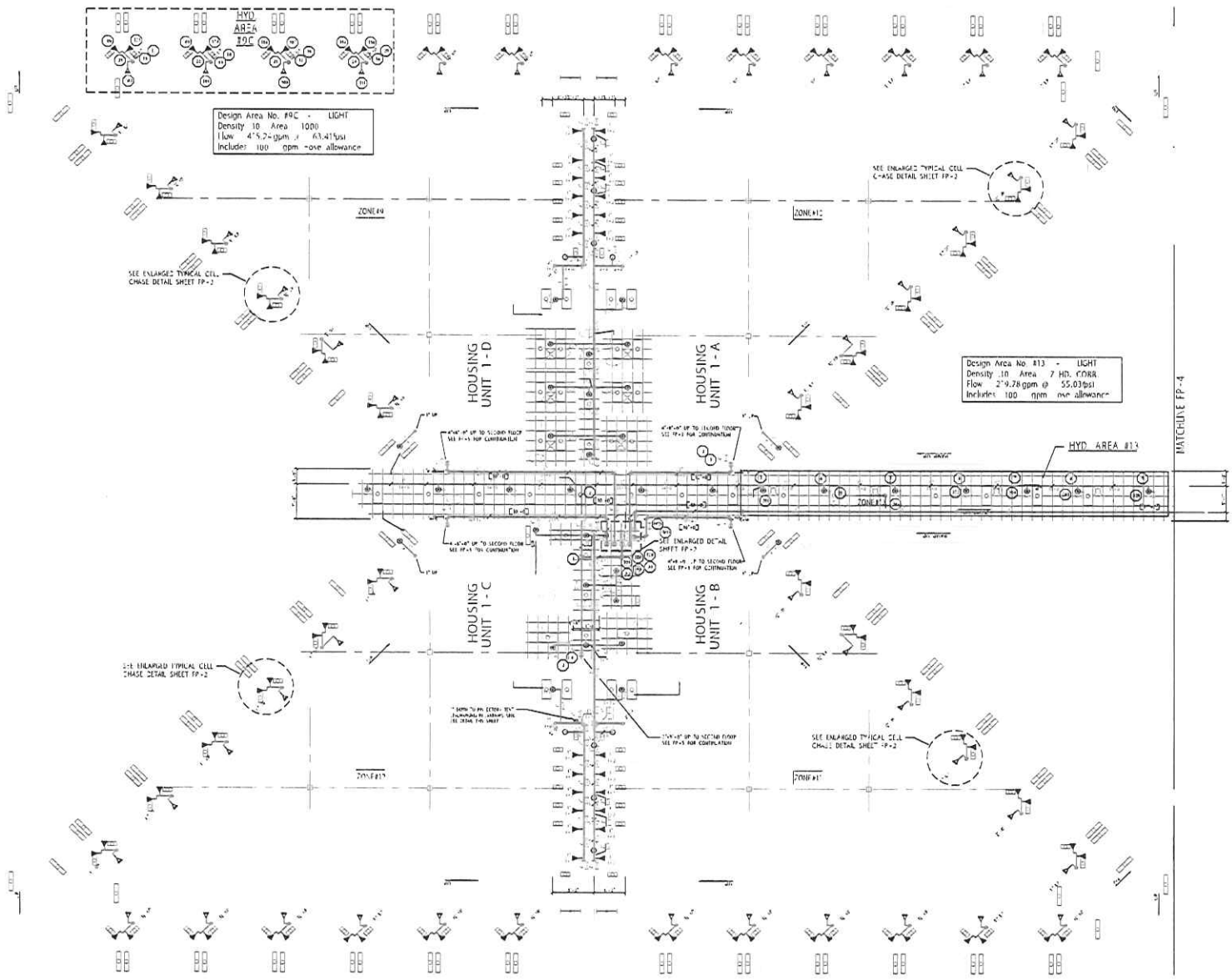
See shop drawing 2 for Smoke Activation Schedule. Fire sprinkler system flow switches are connected to the smoke activation system as indicated on contract drawing M5.01.

  
Building G  
See drawing 2

## Lakin Correction Center for Women

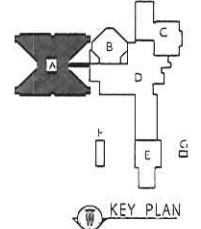
Fire Sprinkler System  
Brewer & Company of WV, Inc.

ATTACHMENT B



AREA 'A' FIRST FLOOR FIRE SPRINKLER PLAN

CEILING HEIGHT = 8'-4" U.N.O.  
 ELEVATION OF PIPE = 9'-8" A.F.F. (U.N.O.)  
 ALL DROPS = 1"x1"-S1"  
 ALL HANGERS W/PIPE 9'-8" A.F.F. = TYPE #17x2'-2" (U.N.O.)  
 ALL HANGERS W/PIPE 10'-2" A.F.F. = TYPE #17x1'-8" (U.N.O.)



IF THE PREPARED BY HAS NOT BEEN REVIEWED BY THE ENGINEER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

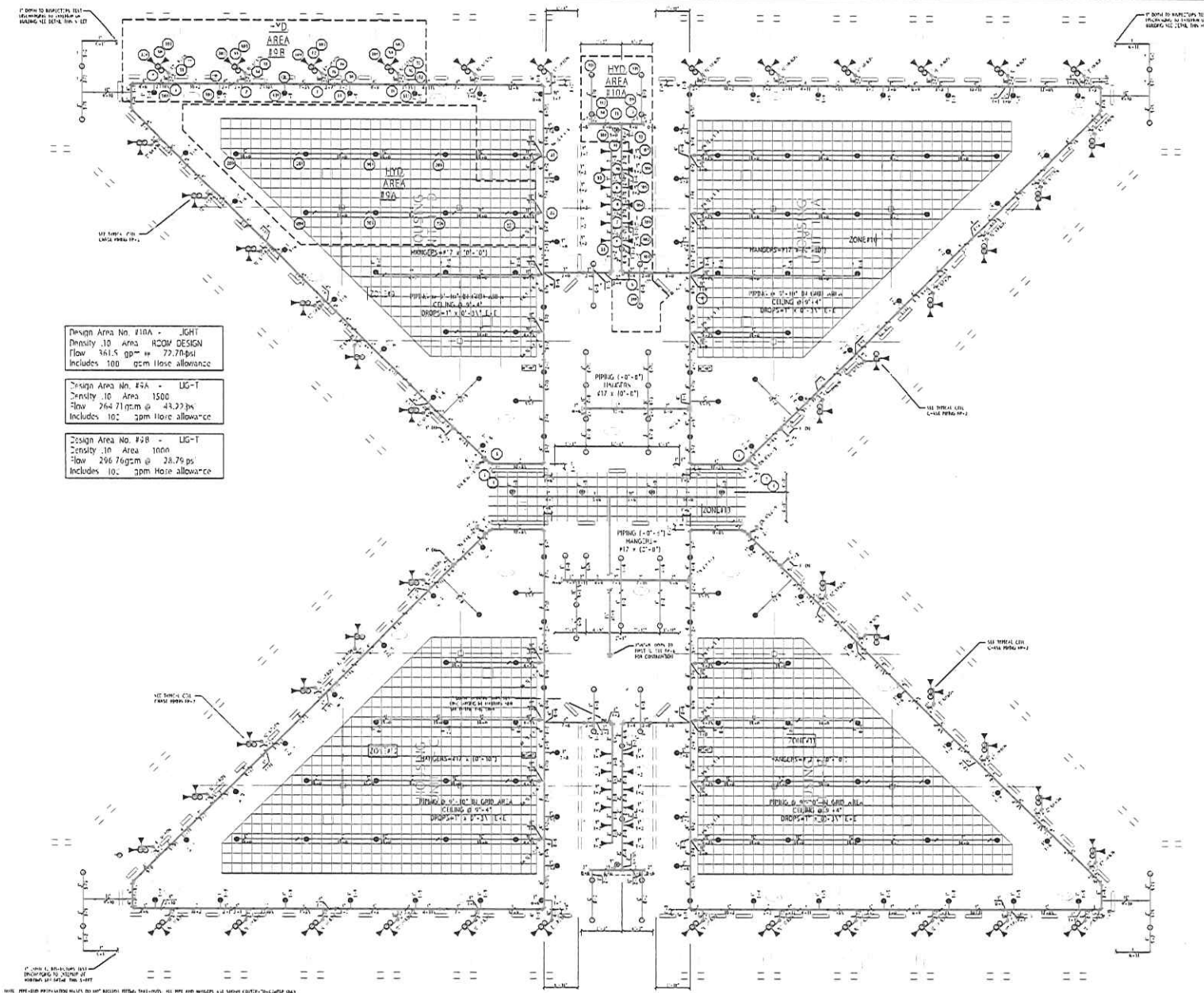
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**Brewer & Company**  
 of West Virginia, Inc.  
 Charleston, West Virginia  
 1-800-642-1976

**IAKIN CORRECTIONAL FACILITY FOR WOMEN**

PROJECT NO. 17-10-100-100  
 SHEET NO. 17-10-100-100

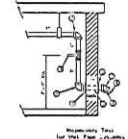
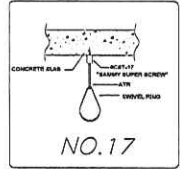
# ATTACHMENT C



Design Area No. #10A - LIGHT  
Density 10 Area ROOM DESIGN  
Flow 361.5 gpm @ 72.78 psi  
Includes 100 gpm hose allowance

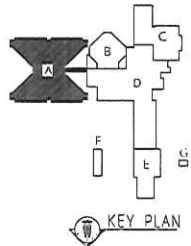
Design Area No. #5A - LIGHT  
Density 10 Area 1500  
Flow 264.11 gpm @ 44.33 psi  
Includes 100 gpm hose allowance

Design Area No. #2B - LIGHT  
Density 10 Area 1000  
Flow 296.76 gpm @ 38.74 psi  
Includes 100 gpm hose allowance



AREA 'A' SECOND FLOOR FIRE SPRINKLER PLAN

CEILING HEIGHT = 10'-8" U.N.O.  
ELEVATION OF PIPE = 8'-6" A.F.F. (U.N.O.)  
ALL DROPS = 1' x 2'-8" CENTR-R OF PIPE TO CEILING  
ALL HANGERS = 1" X 2'-2" (U.N.O.)



**Building North**

Note: To prevent freezing of pipe in sprinkler system, either all pipe or selected pipe to maintain system above 40°F unless an anti-freeze type or dry pipe system is installed.

All welded fittings to be shop welded and in accordance with AWWA Paragraph 11.

Sprinkler beam to locate any high temp heads not shown in this drawing.

**General Notes**

1. THE FOLLOWING ARE TO BE PROVIDED OR INSTALLED BY THE CONTRACTOR:

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

Legend	Hangers	SPRINKLER TYPE	LOCATION	SIZE	TYPE	DATE	REVISIONS
1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER	1. 1" X 2'-2" HANGER
2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER	2. 1" X 2'-2" HANGER
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4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER	4. 1" X 2'-2" HANGER
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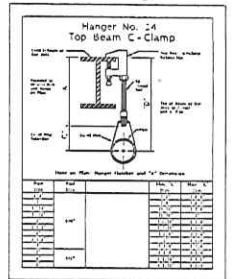
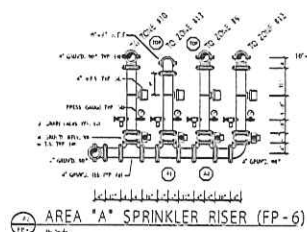
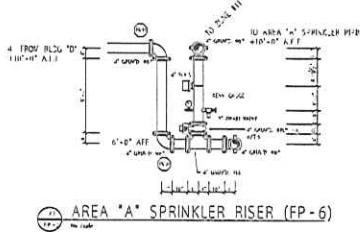
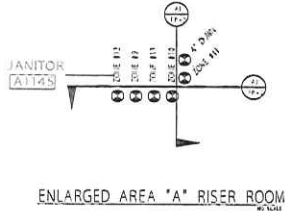
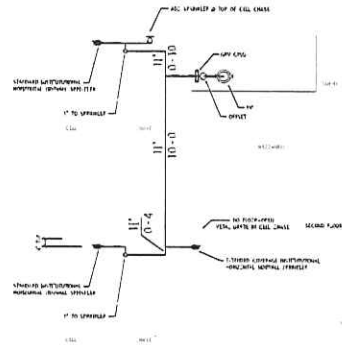
**Brewer & Company**  
of West Virginia, Inc.  
Charleston Morgantown

**LAKIN CORRECTIONAL FACILITY FOR WOMEN**

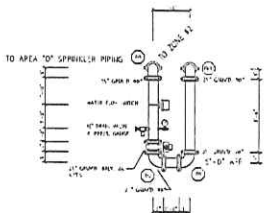
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BY: [Signature]



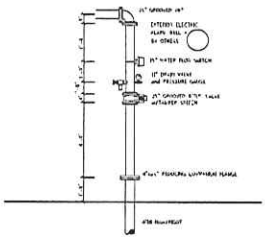
# ATTACHMENT E



SECTION @ CELL CHASE



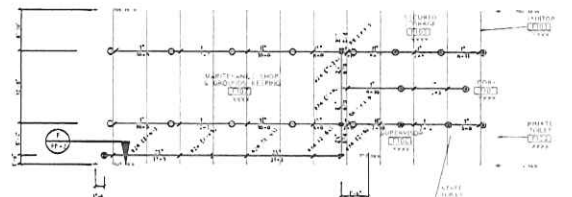
AREA 'D' SPRINKLER RISER (FP-4)



BLDG 'F' SPRINKLER RISER (FP-2)

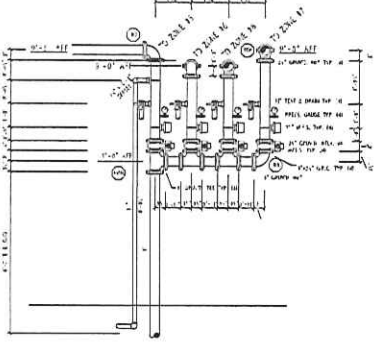
### BLDG 'G' LIMITED-AREA FIRE SPRINKLER PLAN

NOTE: SPRINKLER SYSTEM SUPPLY FROM 1 1/2\"/>



### BUILDING 'F' FIRE SPRINKLER PLAN

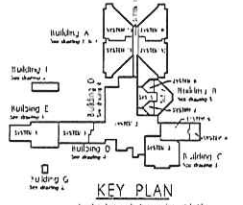
ELEVATION OF PIPE = 13'-11\"/>



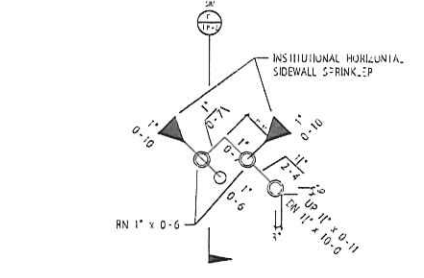
AREA 'B' SPRINKLER RISER (FP-5)

### SMOKE SYSTEM ACTIVATION SCHEDULE

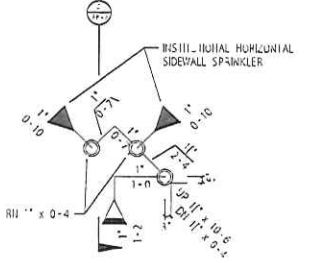
FIRE SPRINKLER SYSTEM	SMOKE ZONE
1	101
2	102
3	103
4	104
5	105
6	106
7	107
8	108
9	109
10	110
11	111
12	112
13	113
14	114
15	115
16	116
17	117
18	118
19	119
20	120



### KEY PLAN



ENLARGED SECOND FLOOR CELL CHASE DETAIL SIM.



ENLARGED FIRST FLOOR CELL CHASE DETAIL SIM.

FIG. 11 will show the cell chase layout for the building system to be installed. It will show the riser room and the riser pipes and valves and the sprinkler heads. It will also show the connections to the building system and the connections to the building system. It will also show the connections to the building system and the connections to the building system. It will also show the connections to the building system and the connections to the building system.

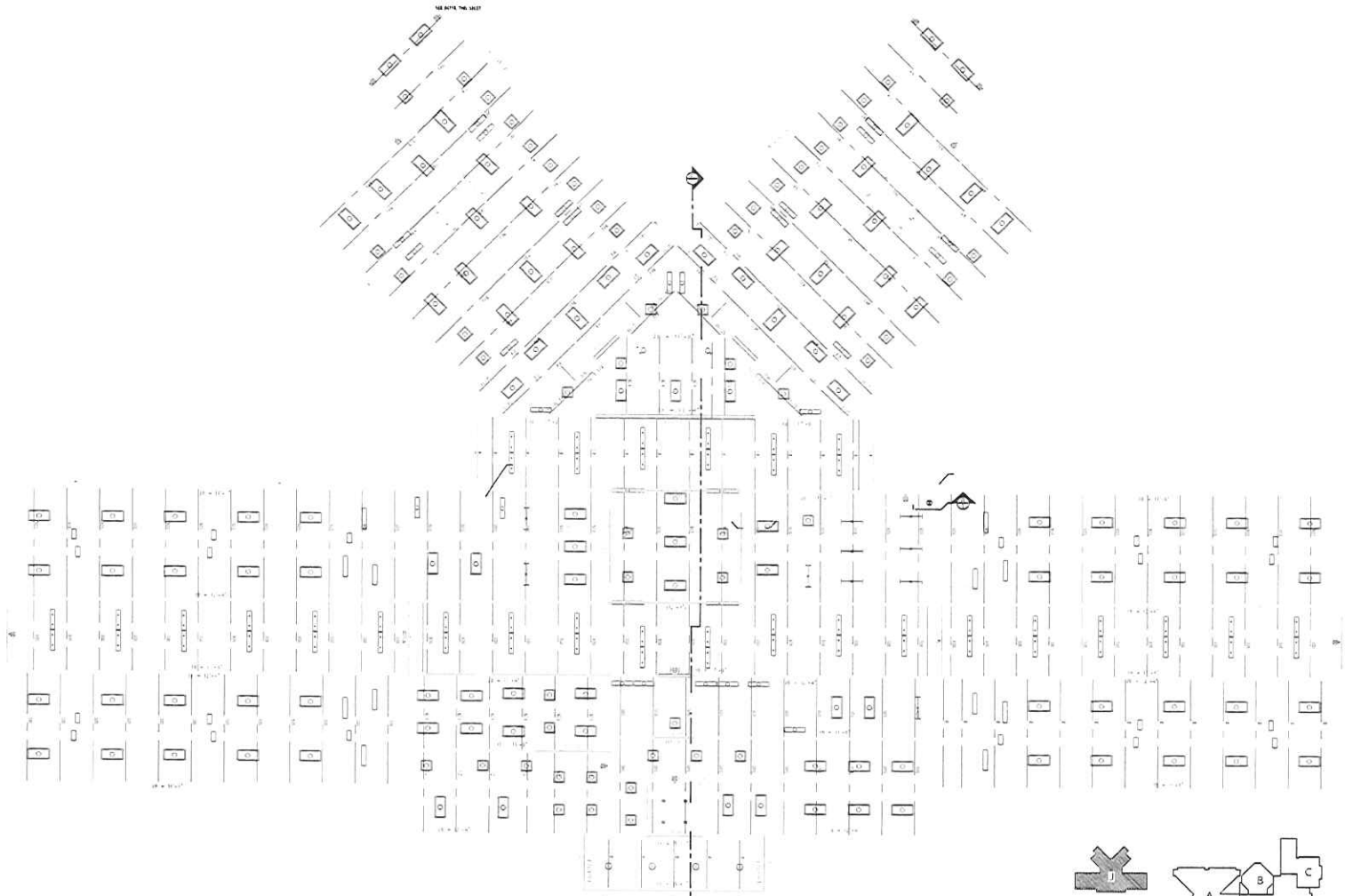
REVISION	DATE	BY	DESCRIPTION
1			
2			
3			
4			
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15			
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20			

**Brewer & Company**  
of West Virginia, Inc.  
Charleston, West Virginia

**LAKIN CORRECTIONAL FACILITY FOR WOMEN**

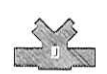
DATE: 1-1-68  
SCALE: AS SHOWN

ATTACHMENT F

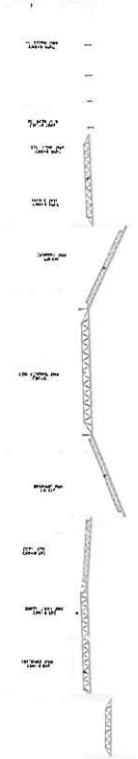
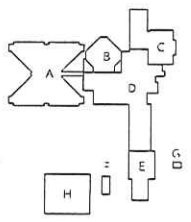


THIS PLAN IS FOR THE  
RENDERING ONLY AND  
IS NOT TO BE USED FOR  
CONSTRUCTION.  
SCALE: 1/8" = 1'-0"

REVISIONS  
SCALE: 1/8" = 1'-0"

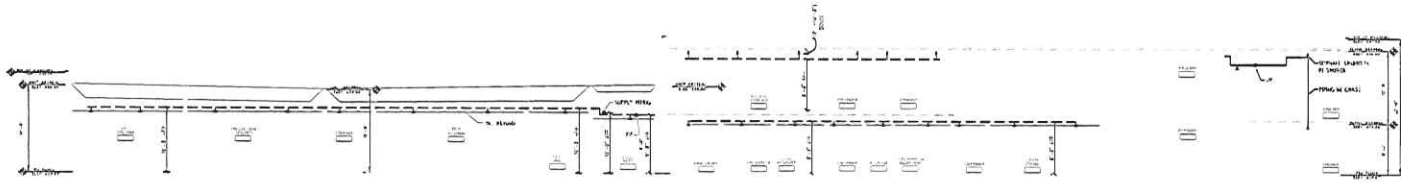


KEY PLAN  
SCALE: 1/8" = 1'-0"

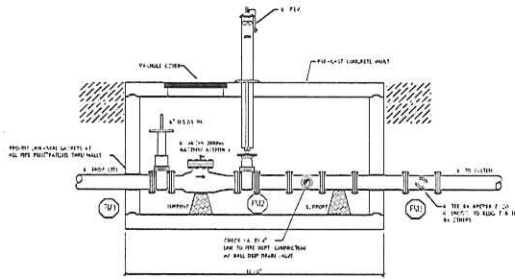


SECTION C  
SCALE: 1/8" = 1'-0"

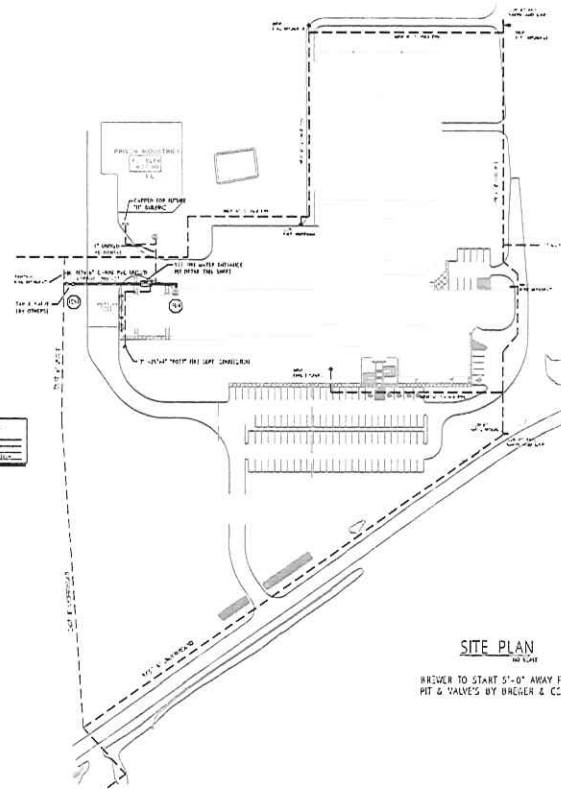
ATTACHMENT G



BUILDING SECTION



FIRE WATER ENTRANCE PIT



SITE PLAN

DRIVER TO START 5'-0" AWAY FROM PIT, PIT & VALVES BY BREGER & CO.

Notes: 1. All work shall be done in accordance with the building codes of the jurisdiction. 2. All work shall be done in accordance with the manufacturer's instructions. 3. All work shall be done in accordance with the applicable codes of the jurisdiction. 4. All work shall be done in accordance with the applicable codes of the jurisdiction. 5. All work shall be done in accordance with the applicable codes of the jurisdiction. 6. All work shall be done in accordance with the applicable codes of the jurisdiction. 7. All work shall be done in accordance with the applicable codes of the jurisdiction. 8. All work shall be done in accordance with the applicable codes of the jurisdiction. 9. All work shall be done in accordance with the applicable codes of the jurisdiction. 10. All work shall be done in accordance with the applicable codes of the jurisdiction.

BUILDING	NOTES
101	To prevent freezing of pipe in sprinkler riser on a cold night or with weathering heat to maintain system active 24/7, install an anti-freeze loop of dry pipe riser in riser.
102	All anti-freeze piping to be shop-welded and in accordance with NFPA 308 (Part 1).
103	Consult foreman to locate any high temp riser not shown on shop drawing.

General Notes
1. All work shall be done in accordance with the applicable codes of the jurisdiction.
2. All work shall be done in accordance with the applicable codes of the jurisdiction.
3. All work shall be done in accordance with the applicable codes of the jurisdiction.
4. All work shall be done in accordance with the applicable codes of the jurisdiction.
5. All work shall be done in accordance with the applicable codes of the jurisdiction.
6. All work shall be done in accordance with the applicable codes of the jurisdiction.
7. All work shall be done in accordance with the applicable codes of the jurisdiction.
8. All work shall be done in accordance with the applicable codes of the jurisdiction.
9. All work shall be done in accordance with the applicable codes of the jurisdiction.
10. All work shall be done in accordance with the applicable codes of the jurisdiction.

The following are to be provided or installed by	Quantity	Notes
1. Fire hydrant	1	1" x 1/2" NPT
2. Fire hydrant	1	1" x 1/2" NPT
3. Fire hydrant	1	1" x 1/2" NPT
4. Fire hydrant	1	1" x 1/2" NPT
5. Fire hydrant	1	1" x 1/2" NPT
6. Fire hydrant	1	1" x 1/2" NPT
7. Fire hydrant	1	1" x 1/2" NPT
8. Fire hydrant	1	1" x 1/2" NPT
9. Fire hydrant	1	1" x 1/2" NPT
10. Fire hydrant	1	1" x 1/2" NPT

Manufacturer	Quantity	Notes
1. Fire hydrant	1	1" x 1/2" NPT
2. Fire hydrant	1	1" x 1/2" NPT
3. Fire hydrant	1	1" x 1/2" NPT
4. Fire hydrant	1	1" x 1/2" NPT
5. Fire hydrant	1	1" x 1/2" NPT
6. Fire hydrant	1	1" x 1/2" NPT
7. Fire hydrant	1	1" x 1/2" NPT
8. Fire hydrant	1	1" x 1/2" NPT
9. Fire hydrant	1	1" x 1/2" NPT
10. Fire hydrant	1	1" x 1/2" NPT

Manufacturer	Quantity	Notes
1. Fire hydrant	1	1" x 1/2" NPT
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3. Fire hydrant	1	1" x 1/2" NPT
4. Fire hydrant	1	1" x 1/2" NPT
5. Fire hydrant	1	1" x 1/2" NPT
6. Fire hydrant	1	1" x 1/2" NPT
7. Fire hydrant	1	1" x 1/2" NPT
8. Fire hydrant	1	1" x 1/2" NPT
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Manufacturer	Quantity	Notes
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3. Fire hydrant	1	1" x 1/2" NPT
4. Fire hydrant	1	1" x 1/2" NPT
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6. Fire hydrant	1	1" x 1/2" NPT
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8. Fire hydrant	1	1" x 1/2" NPT
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6. Fire hydrant	1	1" x 1/2" NPT
7. Fire hydrant	1	1" x 1/2" NPT
8. Fire hydrant	1	1" x 1/2" NPT
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Manufacturer	Quantity	Notes
1. Fire hydrant	1	1" x 1/2" NPT
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3. Fire hydrant	1	1" x 1/2" NPT
4. Fire hydrant	1	1" x 1/2" NPT
5. Fire hydrant	1	1" x 1/2" NPT
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7. Fire hydrant	1	1" x 1/2" NPT
8. Fire hydrant	1	1" x 1/2" NPT
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10. Fire hydrant	1	1" x 1/2" NPT

Manufacturer	Quantity	Notes
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8. Fire hydrant	1	1" x 1/2" NPT
9. Fire hydrant	1	1" x 1/2" NPT
10. Fire hydrant	1	1" x 1/2" NPT

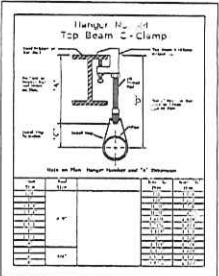
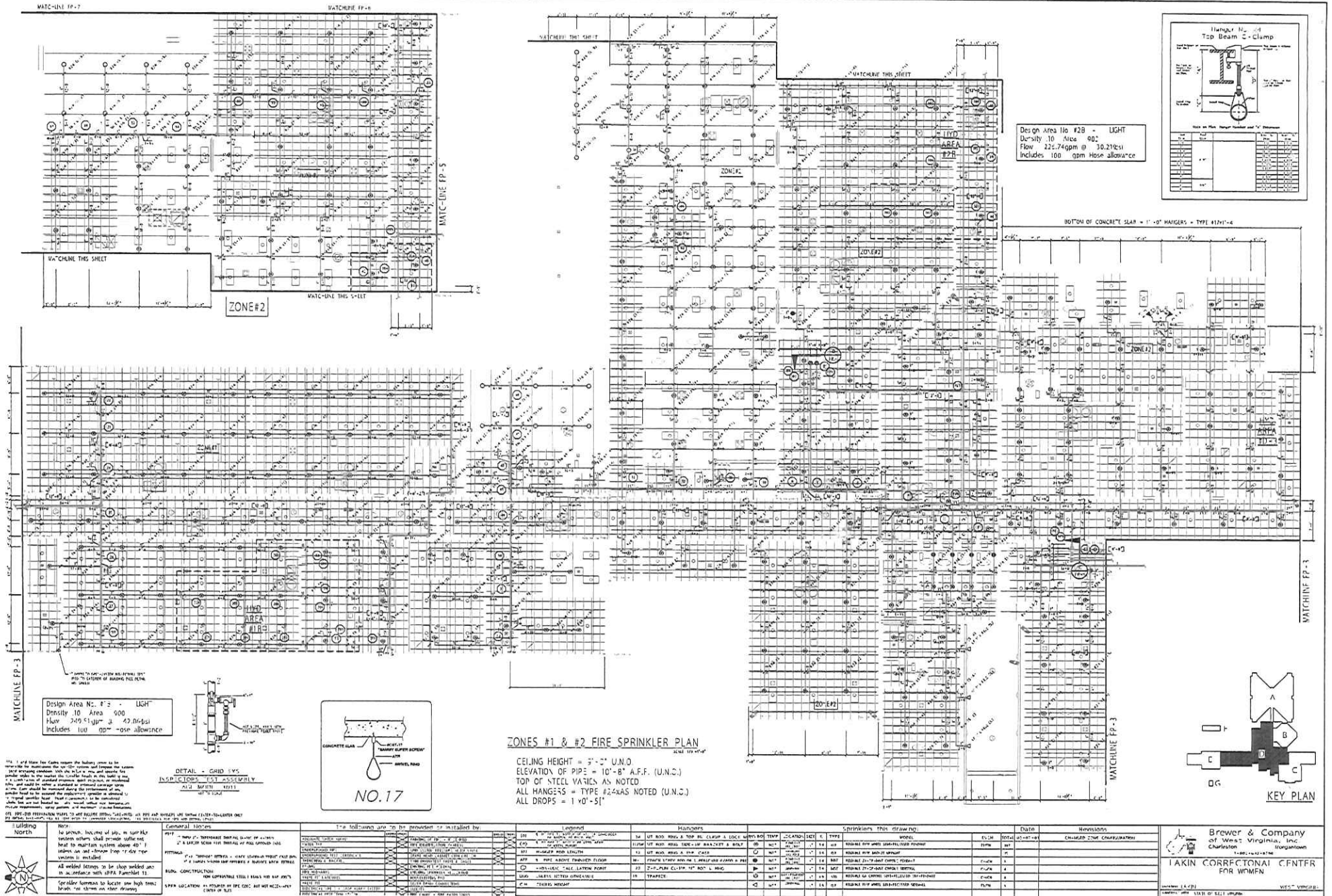
Brewer & Company  
of West Virginia, Inc.  
Charleston, West Virginia  
1-800-641-8500

LAKIN CORRECTIONAL FACILITY  
FOR WOMEN

DATE: 10/15/10  
DRAWN BY: J. BREWER  
CHECKED BY: J. BREWER  
SCALE: AS SHOWN  
PROJECT NO: 10-0000-0000-0000  
SHEET NO: 1 OF 7



# ATTACHMENT H



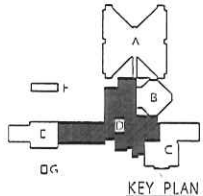
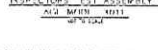
Design Area #2 - LIGHT  
Density 10 Area 900  
Flow 249 GPM @ 42 PSI  
Includes 100 gpm hose allowance

BOTTOM OF CONCRETE SLAB = 1" - 0" HAIGERS = TYPE #12X1-4

### ZONES #1 & #2 FIRE SPRINKLER PLAN

CEILING HEIGHT = 7'-2" U.N.D.  
ELEVATION OF PIPES = 10'-0" A.F.F. (U.N.C.)  
TOP OF STEEL VARIES AS NOTED  
ALL HANGERS = TYPE #24XAS NOTED (U.N.C.)  
ALL DROPS = 1'-0" - 5'1"

#### DETAIL - GRID SYS. INSPECTIONS - FSI ASSEMBLY

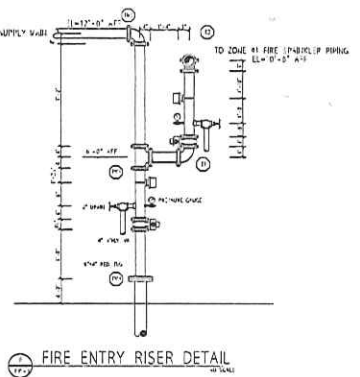
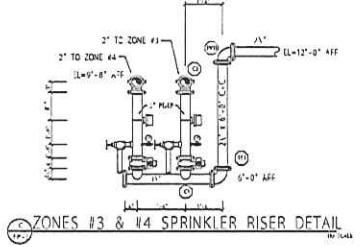
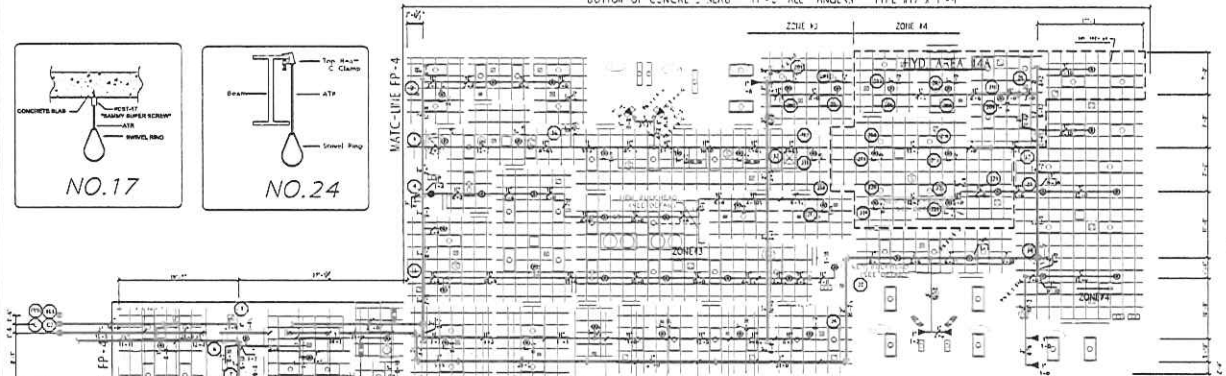
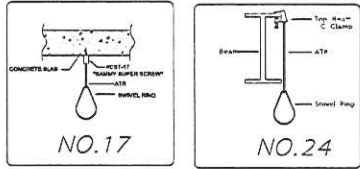


Building Notes		General Notes	Legend	Hangers	Sprinklers	Revisions
<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>	<p>1. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>2. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p> <p>3. All fire sprinkler systems shall be installed in accordance with the applicable codes and standards.</p>

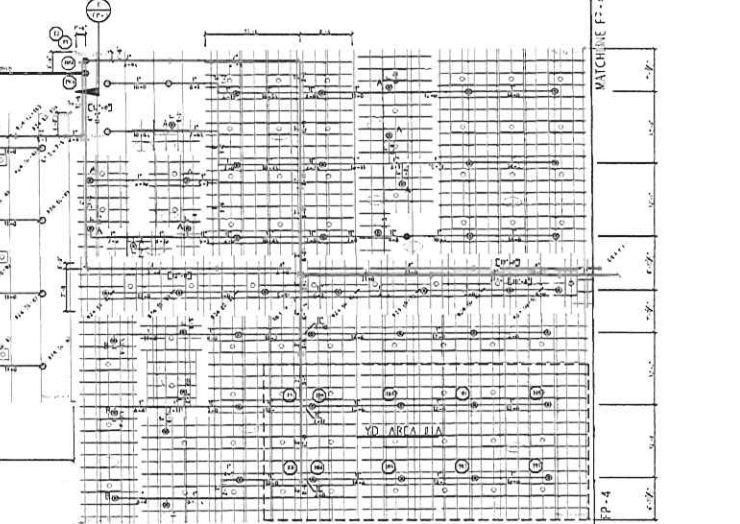
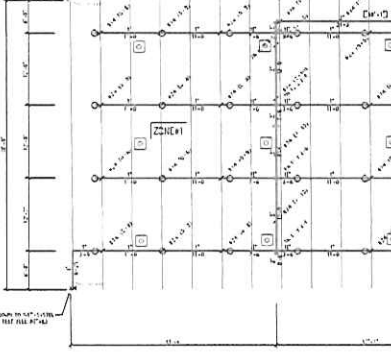
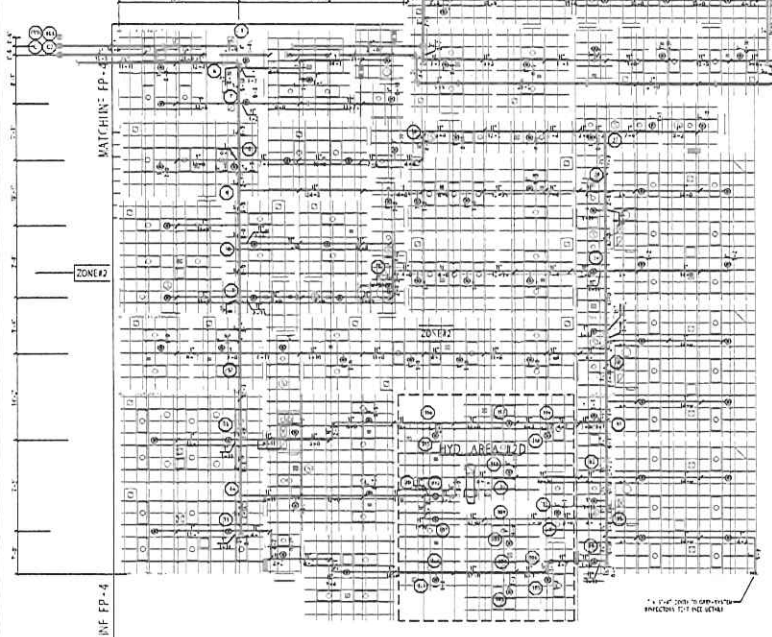
Brewer & Company  
of West Virginia, Inc.  
Charleston Morgantown  
1-800-242-8744  
TAKIN CORRECTIONAL CENTER  
FOR WOMEN  
WEST VIRGINIA

ATTACHMENT I

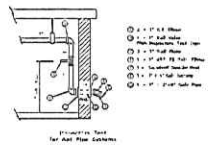
BOTTOM OF CONCRETE SLAB 11'-0" ALL ANGLES TYPE #17 x 1'-4"



Design Area No. #4A - LIGHT  
Density 0 Area 900  
Flow 255.82 gpm @ 70.97 psi  
Includes 100 gpm hose allowance



Design Area No. #2D - LIGHT  
Density 1.0 Area 900  
Flow 270.01 gpm @ 51.72 psi  
Includes 120 gpm hose allowance



Design Area No. #1A - LIGHT  
Density 1.0 Area 900  
Flow 234.8 gpm @ 42.98 psi  
Includes 120 gpm hose allowance

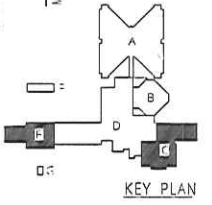
ZONES #2, #3, & #4 FIRE SPRINKLER PLAN

ZONE #1 FIRE SPRINKLER PLAN

TOP OF STEEL AS NOTED ON PLAN  
CEILING HEIGHT AS NOTED ON PLAN  
ELEVATION OF PIPE = 5'-8" A.F.F. (U.N.C.)  
ALL HANGERS = TYPE #24 x 4'-11" (U.N.C.)  
ALL DROPS = 1' x 0'-5"

DROP LEGEND	
SYMB.	CEILING HEIGHT / DROP LENGTH
A	8'-0" x 2'-5"
B	9'-0" x 1'-5"

TOP OF STEEL AS NOTED ON P.L.N.  
CEILING HEIGHT AS NOTED ON P.L.N.  
ELEVATION OF PIPE = 10'-8" A.F.F. (U.N.C.)  
ALL HANGERS = TYPE #24 x 2'-3" (U.N.C.)  
ALL DROPS = 1' x 0'-5" (U.N.C. SEE DROP LEGEND)



Notes:  
1. All steel and hanger pipe shall conform to the following:  
a. All steel shall be A36 steel.  
b. All hanger pipe shall be 40 steel.  
c. All hanger rods shall be 1/2 inch diameter.  
d. All hanger brackets shall be 1/2 inch thick.  
e. All hanger rods shall be galvanized.  
f. All hanger brackets shall be galvanized.  
g. All hanger rods shall be 1/2 inch diameter.  
h. All hanger brackets shall be 1/2 inch thick.  
i. All hanger rods shall be galvanized.  
j. All hanger brackets shall be galvanized.  
k. All hanger rods shall be 1/2 inch diameter.  
l. All hanger brackets shall be 1/2 inch thick.  
m. All hanger rods shall be galvanized.  
n. All hanger brackets shall be galvanized.  
o. All hanger rods shall be 1/2 inch diameter.  
p. All hanger brackets shall be 1/2 inch thick.  
q. All hanger rods shall be galvanized.  
r. All hanger brackets shall be galvanized.  
s. All hanger rods shall be 1/2 inch diameter.  
t. All hanger brackets shall be 1/2 inch thick.  
u. All hanger rods shall be galvanized.  
v. All hanger brackets shall be galvanized.  
w. All hanger rods shall be 1/2 inch diameter.  
x. All hanger brackets shall be 1/2 inch thick.  
y. All hanger rods shall be galvanized.  
z. All hanger brackets shall be galvanized.

Item	Description	Quantity	Unit	Notes
1	1/2" DIA. HANGER ROD	100	FT	
2	1/2" DIA. HANGER BRACKET	100	EA	
3	1/2" DIA. HANGER ROD	100	FT	
4	1/2" DIA. HANGER BRACKET	100	EA	
5	1/2" DIA. HANGER ROD	100	FT	
6	1/2" DIA. HANGER BRACKET	100	EA	
7	1/2" DIA. HANGER ROD	100	FT	
8	1/2" DIA. HANGER BRACKET	100	EA	
9	1/2" DIA. HANGER ROD	100	FT	
10	1/2" DIA. HANGER BRACKET	100	EA	
11	1/2" DIA. HANGER ROD	100	FT	
12	1/2" DIA. HANGER BRACKET	100	EA	
13	1/2" DIA. HANGER ROD	100	FT	
14	1/2" DIA. HANGER BRACKET	100	EA	
15	1/2" DIA. HANGER ROD	100	FT	
16	1/2" DIA. HANGER BRACKET	100	EA	
17	1/2" DIA. HANGER ROD	100	FT	
18	1/2" DIA. HANGER BRACKET	100	EA	
19	1/2" DIA. HANGER ROD	100	FT	
20	1/2" DIA. HANGER BRACKET	100	EA	
21	1/2" DIA. HANGER ROD	100	FT	
22	1/2" DIA. HANGER BRACKET	100	EA	
23	1/2" DIA. HANGER ROD	100	FT	
24	1/2" DIA. HANGER BRACKET	100	EA	
25	1/2" DIA. HANGER ROD	100	FT	
26	1/2" DIA. HANGER BRACKET	100	EA	
27	1/2" DIA. HANGER ROD	100	FT	
28	1/2" DIA. HANGER BRACKET	100	EA	
29	1/2" DIA. HANGER ROD	100	FT	
30	1/2" DIA. HANGER BRACKET	100	EA	
31	1/2" DIA. HANGER ROD	100	FT	
32	1/2" DIA. HANGER BRACKET	100	EA	
33	1/2" DIA. HANGER ROD	100	FT	
34	1/2" DIA. HANGER BRACKET	100	EA	
35	1/2" DIA. HANGER ROD	100	FT	
36	1/2" DIA. HANGER BRACKET	100	EA	
37	1/2" DIA. HANGER ROD	100	FT	
38	1/2" DIA. HANGER BRACKET	100	EA	
39	1/2" DIA. HANGER ROD	100	FT	
40	1/2" DIA. HANGER BRACKET	100	EA	
41	1/2" DIA. HANGER ROD	100	FT	
42	1/2" DIA. HANGER BRACKET	100	EA	
43	1/2" DIA. HANGER ROD	100	FT	
44	1/2" DIA. HANGER BRACKET	100	EA	
45	1/2" DIA. HANGER ROD	100	FT	
46	1/2" DIA. HANGER BRACKET	100	EA	
47	1/2" DIA. HANGER ROD	100	FT	
48	1/2" DIA. HANGER BRACKET	100	EA	
49	1/2" DIA. HANGER ROD	100	FT	
50	1/2" DIA. HANGER BRACKET	100	EA	
51	1/2" DIA. HANGER ROD	100	FT	
52	1/2" DIA. HANGER BRACKET	100	EA	
53	1/2" DIA. HANGER ROD	100	FT	
54	1/2" DIA. HANGER BRACKET	100	EA	
55	1/2" DIA. HANGER ROD	100	FT	
56	1/2" DIA. HANGER BRACKET	100	EA	
57	1/2" DIA. HANGER ROD	100	FT	
58	1/2" DIA. HANGER BRACKET	100	EA	
59	1/2" DIA. HANGER ROD	100	FT	
60	1/2" DIA. HANGER BRACKET	100	EA	
61	1/2" DIA. HANGER ROD	100	FT	
62	1/2" DIA. HANGER BRACKET	100	EA	
63	1/2" DIA. HANGER ROD	100	FT	
64	1/2" DIA. HANGER BRACKET	100	EA	
65	1/2" DIA. HANGER ROD	100	FT	
66	1/2" DIA. HANGER BRACKET	100	EA	
67	1/2" DIA. HANGER ROD	100	FT	
68	1/2" DIA. HANGER BRACKET	100	EA	
69	1/2" DIA. HANGER ROD	100	FT	
70	1/2" DIA. HANGER BRACKET	100	EA	
71	1/2" DIA. HANGER ROD	100	FT	
72	1/2" DIA. HANGER BRACKET	100	EA	
73	1/2" DIA. HANGER ROD	100	FT	
74	1/2" DIA. HANGER BRACKET	100	EA	
75	1/2" DIA. HANGER ROD	100	FT	
76	1/2" DIA. HANGER BRACKET	100	EA	
77	1/2" DIA. HANGER ROD	100	FT	
78	1/2" DIA. HANGER BRACKET	100	EA	
79	1/2" DIA. HANGER ROD	100	FT	
80	1/2" DIA. HANGER BRACKET	100	EA	
81	1/2" DIA. HANGER ROD	100	FT	
82	1/2" DIA. HANGER BRACKET	100	EA	
83	1/2" DIA. HANGER ROD	100	FT	
84	1/2" DIA. HANGER BRACKET	100	EA	
85	1/2" DIA. HANGER ROD	100	FT	
86	1/2" DIA. HANGER BRACKET	100	EA	
87	1/2" DIA. HANGER ROD	100	FT	
88	1/2" DIA. HANGER BRACKET	100	EA	
89	1/2" DIA. HANGER ROD	100	FT	
90	1/2" DIA. HANGER BRACKET	100	EA	
91	1/2" DIA. HANGER ROD	100	FT	
92	1/2" DIA. HANGER BRACKET	100	EA	
93	1/2" DIA. HANGER ROD	100	FT	
94	1/2" DIA. HANGER BRACKET	100	EA	
95	1/2" DIA. HANGER ROD	100	FT	
96	1/2" DIA. HANGER BRACKET	100	EA	
97	1/2" DIA. HANGER ROD	100	FT	
98	1/2" DIA. HANGER BRACKET	100	EA	
99	1/2" DIA. HANGER ROD	100	FT	
100	1/2" DIA. HANGER BRACKET	100	EA	

**Brewer & Company**  
 Mechanical Engineers, Inc.  
 10000 130th Ave. N.E.  
 Redmond, WA 98073  
 (206) 881-1111

**LAKIN CORRECTIVE FACILITY FOR WOMEN**

DATE: 08/17/00  
 DRAWN: J. L. LAKIN  
 CHECKED: J. L. LAKIN  
 PROJECT NO.: 00-001

3 of 7

**SimplexGrinnell Quotation**

TO:  
Lakin Correctional Center COR61  
11264 OHIO RIVER RD  
WEST COLUMBIA, WV 25287

Site: Lakin Correctional Center CO D  
Project: Lakin Correctional Center CO D  
Customer Reference: Lakin Correctional Center CO D  
SimplexGrinnell Reference: 512407216  
Proposal #: P30378-000154  
Date: 06/18/2013  
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>Lakin Correctional Center CO Detection</b>	
19	CO1224T	CO DETECTOR W/TEST
2	2S-SOLOC6	Canned CO for for CO1224TR
5	BK-EOLR1	End of line relay
1	DPIM	Conduit and back boxes
4	454732BRE	14/4C SOL FPLR RED 500 REEL
19	4090-9051	SUPERVISED IAM
4	AL300ULX	12VDC OR 24VDC @2.5 AMP UL LIS
1	DPFA	SYSTEM DOCUMENTATION

**Total net selling price, FOB shipping point, \$28,973.00**

Comments

**Lakin Correctional CO Detection Additions**

Add CO Detectors in locations as described below.

Installation of devices is to be completed per manufacture specifications and input from Stephen Duncan

Point of Contact is Stephen Duncan 304-674-2440

This quotation is valid for 30 days

This quotation does not include any applicable taxes, any applicable taxes will be added at time of invoice

There is no 120vac work to be completed on this project

SimplexGrinnell will submit to the WV FireMarshal for approval before any work begins

Any changes or additions based on the WV FireMarshal recommendation may result in a change order to accomodate the additional work

## SimplexGrinnell Quotation

### Comments (continued)

- 2 installed in Culinary Arts classroom
- 1 in the hallway on either side of the door to the Culinary Arts classroom
- 1 E113 on the wall by culinary arts
- 1 in Cosmetology classroom by outside wall
- 1 in the library by the outside wall
- 1 in Laundry room behind the dryers
- 1 outside laundry room in hallway
- 2 in boiler room
- 3 in kitchen
- 1 each-in dining hall A and B
  
- 1 J Building Boiler Room
- 1 J195 close to water fountain
- 1 J Building Laundry
- 1 J189 on the left side

any installation of devices below the ceiling time must be in conduit EMT, securely to the wall with P clamps.

Quote does not include Building permits, Licenses or Fees. These fees are the responsibility of the owner unless otherwise stated.

SimplexGrinnell shall not provide any new 120VAC work - Electrician shall be responsible for any required 120VAC work on site.

SimplexGrinnell Terms and Conditions are the governing terms and conditions. SimplexGrinnell reserves the right to negotiate the final contract agreement if changes are requested.

Pricing is valid for normal SimplexGrinnell work hours of 7:30am to 5:30pm Monday - Friday. Pricing and counts subject to change based on requests from the owner, Fire Marshal, Building Inspectors, or any other authority having jurisdiction.

Sales tax has not been included. Please provide exemption certificate if applicable.

Thank you for allowing SimplexGrinnell to quote this project.



## TERMS AND CONDITIONS

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

**SALE AND INSTALLATION AGREEMENT**  
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

(Rev. 10/08)

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**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: _____  2800 7TH AVE STE 102 CHARLESTON, WV 25312-1727  Telephone: (304) 746 4081 Fax: 304-553-0701  Representative: Casey Mitchell  Email: <a href="mailto:cmitchell@simplexgrinnell.com">cmitchell@simplexgrinnell.com</a>	Accepted By: (Customer) _____  Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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