



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

# Request for Quotation

RFQ NUMBER  
 GSD096420

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

VENDOR

**Shelter Structures, Inc.**  
**120 SW 5th Street**  
**Stuart, FL 34994**  
**Attn: Quote Department**

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/09/2008				

ID OPENING DATE: 10/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		971-08		
<p>PURCHASE OF FABRIC STRUCTURES FOR GROUNDS LOT#98</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH FOUR STEEL FRAMED, FABRIC-COVERED BUILDINGS ON THE GROUNDS CREW LOT #98 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/21/2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THIS DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING DATE AND IN ANY FORMAT.</p> <p>WORKER' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

RECEIVED  
 08 OCT 27 AM 9:35  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

# Request for Quotation

RFO NUMBER  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

**Shelter Structures, Inc.**  
**120 SW 5th Street**  
**Stuart, FL 34994**

**Attn: Quote Department**

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/09/2008				

BID OPENING DATE: 10/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD096420</p> <p>BID OPENING DATE: 10/29/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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 Department of Administration  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ GSD096420 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
General Services Division

West Virginia State Capitol  
Grounds Fabric Structure Purchase

**REQUEST FOR QUOTATIONS #GSD096420**  
**PURCHASE OF FABRIC STRUCTURES**  
**321 Michigan Avenue (Lot#98)**  
**Charleston, West Virginia**

Location: West Virginia State Capitol Grounds Crew  
321 Michigan Avenue (Lot#98)  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Building One, Room MB60  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:  
Krista Ferrell, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
[krista.s.ferrell@wv.gov](mailto:krista.s.ferrell@wv.gov)  
Phone: (304) 558-2596

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for the purchase of three (3) 24'W x 30'L x 15'H steel-framed, fabric-covered open end structures and one (1) 40'W x 60'L x 18'H steel-framed, fabric-covered structure with two end panels, one with a 24'W x 12'H accordion style door for equipment and a push-bar activated emergency door for personnel.

**I. GENERAL CONDITIONS**

- A. Vendor must supply a quote for the base units, plus add alternate quotes for both the cost of full "turn-key" installation and the cost of supplying technical assistance for GSD personnel to do the installation. The Agency will select to either install the structures entirely by themselves, or to pursue either of the installation alternatives.
- B. Freight will be FOB-Destination; all charges for delivery of equipment to Location on Capitol Complex in Charleston must be incorporated into the bid.

- C. Award will be made to the lowest Total Bid for the equipment and the chosen add-alternate for installation method, if the Agency chooses not to install independently. (See III. Bid Form: Either A+B, A+B+C, or A+B+D)
- D. All assembly instructions, hardware and anchors shall be included with the shipment of equipment.
- E. Bids for the add alternate for full installation shall incorporate all fees for travel and associated costs, permits, all necessary tools, any special equipment needed (e.g., crane rental, lifts, etc), and any other fees. This bid is for full installation of the structures. This single bid should cover the one-time installation of all four structures. Successful bidder shall be required to schedule installation with the Agency.
- F. Bids for the add alternate to supply technical assistance for Agency installation shall include all fees for travel and associated costs. The Agency will supply all tools, special equipment, and permits or fees. This single bid should cover the one-time installation of all four structures. Successful bidder shall be required to schedule installation with the Agency.
- G. Shipment of all four structures, including all accessories and hardware, shall occur simultaneously, if possible.
- H. Installation shall occur on a flat, asphalt-paved lot area of the State Capitol Complex.
- I. No HVAC or Lighting options are being requested as part of the bid.

## II. TECHNICAL SPECIFICATIONS

### A. OPEN END FABRIC STRUCTURES

1. Quantity requested is three (3) identical structures
2. Structure shall be 24' Wide (side-to-side), 30' Long (front-to-back), and 15' tall at its center.
3. Side Walls shall be 12' tall.
4. The structures will be open, with no panels or walls, at their front or back.
5. Frame members shall be minimum 12" galvanized tubular steel trusses.
6. Fabric shall be minimum 18oz weight, translucent white in color, NFPA 701 flame retardant PVC fabric with polyester scrim.
7. Structure shall be able to be built/installed on flat asphalt foundation.
8. Fabric covering shall terminate at ground level.
9. All joints of the steel truss framing shall be coated for corrosion protection.
10. Connections shall be slip fit and bolt junctions
11. All anchors shall be minimum 40" spiral asphalt anchors.

### B. CLOSED FABRIC STRUCTURE

State of West Virginia  
General Services Division

West Virginia State Capitol  
Grounds Fabric Structure Purchase

1. Quantity requested is one (1)
2. Structure shall be 40' Wide, 60' Long, and 18' tall at its center.
3. Side Walls shall be 12' tall.
4. Frame members shall be minimum 18" galvanized tubular steel trusses.
5. Fabric shall be minimum 18oz weight, translucent white in color, NFPA 701 flame retardant PVC fabric with polyester scrim.
6. Structure shall be able to be built/installed on flat asphalt foundation.
7. Fabric covering shall terminate at ground level.
8. All joints of the steel truss framing shall be coated for corrosion protection.
9. Connections shall be slip fit and bolt junctions
10. All anchors shall be minimum 40" spiral asphalt anchors.
11. Structure will have end panels covering both front and back of similar construction to the side walls.
12. One End Panel shall have a 24' Wide by 12' Tall fabric (as per specifications for walls, above) "accordion" style door. Door will raise and lower vertically within a track by manually operated hand winch.
13. The same end panel shall also have an aluminum standard-sized single door with push-bar emergency exit hardware for personnel/pedestrian traffic to/from the structure.

### III. BID FORM

A. Bid for each of the open-end structures:

\$ 9000.00 EA      X      3      =      \$ 27,000.00 (Total A.)

B. Bid for the single closed structure, including all hardware and door options:

\$ 37,855.00EA      X      1      =      \$ 37,855.00(Total B.)

C. Add Alternate #1: Total Bid for full turn-key installation:

\$                 X      1      =      \$            (Total C.)

D. Add Alternate #2: Total Bid for providing technical assistance for Agency installation:

\$                 X      1      =      \$            (Total D.)

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- \_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- \_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Shelter Structures Inc. Jeff McInnes Signed: [Signature]

Date: 10/22/2008 Title: Sales and Business Development Mgr

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Shelter Structures Inc.

Authorized Signature: [Signature] Date: 10/22/2008

# Quotation/Order Form

Shelter Structures, Inc.

"We Shelter the World"

DATE October 22, 2008  
 Quotation # 102208JM02  
 Customer ID  
 Order Date  
 Order #:

120 S.W. 5th Street, Stuart, Florida 34994  
 Phone: (772) 287-9294, (800) 330-9294  
 Fax: (772) 286-0166

Quotation valid for 30 days

Prepared by: Jennifer Massie  
 Quotation via: krista.s.ferrell@wv.gov

**Ship To:**

Company WV State Capitol Grounds Fabric Structure #GSD 096420  
 Name Bob Kilpatrick, Krista Ferrell  
 Address 321 Michigan Ave  
 (Lot # 98)  
 City, State ZIP Charleston, WV  
 Phone  
 Fax:

**Bill To:**

Company WV State Capitol Grounds Fabric Structure #GSD 096420  
 Name Bob Kilpatrick, Krista Ferrell  
 Address Purchasing Division  
 P.O. Box 50130  
 City, State ZIP Charleston, WV 25305-0130  
 Phone (304) 558-2596  
 Fax (304) 558-4115

Shelter Size:		Width	Length	Height	with	Sidewall		
		40.00	60.00	18.00		12.00		
Quantity	Description	Amount		Totals				
1	Gable Style Shelter with frame of heavy duty 2.75" oval galvanized steel tubing fabricated into 18" deep trusses coated with corrosion protection. All connections to be slip fit & bolt junctions.	\$37,855.00		\$37,855.00				
2	End walls complete with galvanized steel support frames.	Included						
1	Personnel Door, out-swing, pre-hung 36"W x 80"H, with push-bar emergency exit hardware, complete with steel support frame.	Included						
1	Track curtain door, 24' wide x 12' high in one end wall. Door is secured on one side and travels on track system mounted to door header. Door must be secured in open or closed position at all times. There is no warranty on any fabric door.	Included						
1	22 oz heavy duty, translucent, NFPA 701 flame retardant, laminated vinyl fabric reinforced with polyester cord scrim. This fabric has a 10-15 year life expectancy and a 10 year pro-rated warranty. Fabric stops at ground level.	Included						
	48" earth auger anchors for asphalt are included.							
<b>OPTIONS</b>								
Subtotal				FLTax	Premium			\$37,855.00
FL Sales Tax: State, County								
Total								\$37,855.00
Freight- (Estimate only, rates are determined at shipment)								
<b>TOTAL</b>								<b>\$37,855.00</b>

**Terms:** 50% with order, balance due 3 days before shipment. All items are shipped FOB our factory. Unless itemized separately, taxes, duties, permits and installation are not included.

**Anchors Required** - Please include anchors for the following surface: (Check one) **Federal EIN (Tax ID) # (for customs purposes):**

- Concrete - expansion anchors  
 Asphalt/Soil - auger anchors

**Acceptance of Quote** - The above prices and specifications, and the terms and conditions on page 2 are satisfactory and are hereby accepted. You are authorized to manufacture the shelter as specified. Payment will be made as described above.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

**PAGE 2 - SPECIFICATIONS AND CONDITIONS OF SALE**

Shelter Structures, Inc (hereinafter, "Shelter Structures") hereby warrants all materials to be as specified and that all work shall be performed in a workman-like manner according to accepted standard practices. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. SHELTER STRUCTURES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

1. **IT IS CRITICAL THAT EACH SHELTER BE CONTINUALLY ANCHORED TO PREVENT PROPERTY DAMAGE AND PERSONAL INJURY. IT IS THE CUSTOMER'S RESPONSIBILITY TO SEE THAT THE SHELTER IS ADEQUATELY ANCHORED TO SOIL OR FOUNDATIONS. SHELTERS MOUNTED ON WHEELS MUST ALSO BE ANCHORED AND SHOULD BE MOVED ONLY WHEN NO WIND IS PRESENT. SHELTERS ARE SHIPPED WITH SOIL OR CONCRETE ANCHORS AS REQUESTED.**
2. Buyer understands that all vinyl coated and Fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct covers, end walls, trim, and binding and Shelter Structures cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.
3. Shelter Structures shall not be responsible for loss or damage to Buyer's business or property or injury or death or persons; Buyer shall indemnify Shelter Structures and hold harmless from any claims for any of the foregoing.
4. The parties agree that Buyer's sole and exclusive remedy against Shelter Structures shall be for the repair or replacement of any shelter materials that are defective when delivered. In no event shall Shelter Structures be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the shelters materials as delivered or installed must be reported to Shelter Structures within twenty (20) days after the Buyer receives the materials or it will be conclusively presumed that the shelter materials were as ordered and were received in good condition. Notice to Shelter Structures of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on Page 1 of this agreement.
5. **SHELTER STRUCTURES WILL NOT BE RESPONSIBLE FOR THE USEFULNESS OF ANY FRAME NOT SOLD BY US.**
6. It is hereby expressly acknowledged, understood and agreed that this is a contract for a special order of custom fabricated goods and materials and the Buyer cannot alter, revoke or cancel the same without the specific written consent of Shelter Structures.
7. The estimated delivery date of this order is subject to contingencies beyond the control of Shelter Structures including, but not limited to, fires, strikes, lockout, inability to secure material, labor or transportation, inclement weather, accidents, Acts of God and unavailability of the Buyer. In the event of the occurrence of such contingency, the estimated delivery date shall be extended by equal duration to the extent of the duration of such contingency.
8. Buyer agrees to pay Shelter Structures the full balance of the purchase price as specified on Page 1 above and time of such payment shall be of the essence. No back charges will be accepted. Shelter Structures shall retain title to all goods pending receipt of the entire purchase price.
9. The Buyer covenants and agrees that upon his default by the failure to pay any part of or the entire purchase price when due, or otherwise, Shelter Structures shall, at its option, have the right to:
  - A) Without judicial action, take possession of all said property, and all payment made by the Buyer up to the time of said default shall be applied as rent and depreciation on said property for and during the time the property is in the Buyer's possession. Permission is granted to re-enter property to remove said property; Shelter Structures is granted permission to re-enter the Buyer's land or structure to remove property; and/or,
  - B) bring legal action to collect all monies due Shelter Structures under the terms of this agreement; and/or,
  - C) enforce and foreclose a lien against the said property without further notice to the Buyer; and/or,
  - D) pursue any other remedy available to said company in law or in equity.
10. The Buyer covenants and agrees to pay reasonable attorney's fees and costs to Shelter Structures in the event Shelter Structures incurs such fees and costs in enforcing its rights under the terms of this contract, including attorney's fees incurred in obtaining and enforcing a judgment and/or pursuing or defending an appeal. Any legal action brought by either party shall be governed by Florida law and shall, at Shelter Structures' election, be brought in Martin County, Florida, or a different county, if necessary, to enforce Shelter Structures' rights or other remedies.
11. This proposal by Shelter Structures shall expire thirty (30) days after date of issue, but is subject to withdrawal during such time if notice to that effect is given before written acceptance by the Buyer. The only terms of the agreement between the Buyer and Shelter Structures are those set forth in this document and these terms may be changed or modified only by a writing signed by both parties.
12. After acceptance of this proposal, any delay by the purchaser may result in a change or price corresponding to any change in the cost of labor or raw materials.
13. A charge of 1-1/2% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts.
14. Occasionally, after installation, "pinholes" can be found in the fabric cover. This is not a result of fabric quality, and does not affect the long-term performance of your fabric cover. Should this occur, we will address the pinholes to keep water from coming through your fabric cover. Once we have addressed this issue, we can guarantee, in writing, that your fabric will not fail as a direct result of the original pinholes for a period of five (5) years from the date of installation.
15. One year warranty on our materials and workmanship. Frame tubing is steel galvanized inside and out. All welds and steel plates are coated with corrosion protection. Pro-rated warranty on fabric only for term stated on Page 1 above, excludes labor and installation. Shelter Structures will not be responsible for any expenses incurred by Shelter Structures to bring Shelter Structures' labor to the job site or to bring the fabric cover(s) to Shelter Structures, including (without limitation): airfare, room and board, taxis, rental cars, taxes, labor costs, to and from the job site job costs, etc.. If the shelter is not erected by Shelter Structures, pictures of the anchors, wind bracing, end walls (if applicable) and the exterior will be required to place the warranty into affect. Shelter Structures will provide a camera, or you can use your own and email the pictures.

# Quotation/Order Form

Shelter Structures, Inc.

"We Shelter the World"

DATE October 22, 2008  
 Quotation # 102208JM01  
 Customer ID  
 Order Date  
 Order #:

120 S.W. 5th Street, Stuart, Florida 34994  
 Phone: (772) 287-9294, (800) 330-9294  
 Fax: (772) 286-0166

Quotation valid for 30 days

Prepared by: Jennifer Massie  
 Quotation via: krista.s.ferrell@wv.gov

**Bill To:**

Company WV State Capitol Grounds Fabric Structure #GSD 096420  
 Name Bob Kilpatrick, Krista Ferrell  
 Address Purchasing Division  
 P.O. Box 50130  
 City, State ZIP Charleston, WV 25305-0130  
 Phone (304) 558-2596  
 Fax (304) 558-4115

Company WV State Capitol Grounds Fabric Structure #GSD 096420  
 Name Bob Kilpatrick, Krista Ferrell  
 Address 321 Michigan Ave  
 (Lot # 98)  
 City, State ZIP Charleston, WV  
 Phone  
 Fax:

Shelter Size:		Width	Length	Height	with	Sidewall		
		24.00	30.00	15.00		12.00		
Quantity	Description	Amount		Totals				
3	Gable Style Shelter with frame of heavy duty 2.75" oval galvanized steel tubing fabricated into 12" deep trusses coated with corrosion protection. All connections to be slip fit & bolt junctions.	\$9,000.00		\$27,000.00				
	There are no end walls.	Included						
1	22 oz heavy duty, translucent, NFPA 701 flame retardant, laminated vinyl fabric reinforced with polyester cord scrim. This fabric has a 10-15 year life expectancy and a 10 year pro-rated warranty. Fabric stops at ground level.	Included						
	48" earth auger anchors for asphalt are included.							
<b>OPTIONS</b>								
Subtotal		FLTax		Premium		\$27,000.00		
FL Sales Tax: State, County								
Total						\$27,000.00		
Freight- (Estimate only, rates are determined at shipment)								
<b>TOTAL</b>						\$27,000.00		

**Terms:** 50% with order, balance due 3 days before shipment. All items are shipped FOB our factory. Unless itemized separately, taxes, duties, permits and installation are not included.

**Anchors Required** - Please include anchors for the following surface: (Check one)

**Federal EIN (Tax ID) # (for customs purposes):**

- Concrete - expansion anchors  
 Asphalt/Soil - auger anchors

**Acceptance of Quote** - The above prices and specifications, and the terms and conditions on page 2 are satisfactory and are hereby accepted. You are authorized to manufacture the shelter as specified. Payment will be made as described above.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

## PAGE 2 - SPECIFICATIONS AND CONDITIONS OF SALE

Shelter Structures, Inc (hereinafter, "Shelter Structures") hereby warrants all materials to be as specified and that all work shall be performed in a workman-like manner according to accepted standard practices. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER AGREEMENTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. SHELTER STRUCTURES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**1. IT IS CRITICAL THAT EACH SHELTER BE CONTINUALLY ANCHORED TO PREVENT PROPERTY DAMAGE AND PERSONAL INJURY. IT IS THE CUSTOMER'S RESPONSIBILITY TO SEE THAT THE SHELTER IS ADEQUATELY ANCHORED TO SOIL OR FOUNDATIONS. SHELTERS MOUNTED ON WHEELS MUST ALSO BE ANCHORED AND SHOULD BE MOVED ONLY WHEN NO WIND IS PRESENT. SHELTERS ARE SHIPPED WITH SOIL OR CONCRETE ANCHORS AS REQUESTED.**

2. Buyer understands that all vinyl coated and Fabric materials will expand and contract when exposed to changing temperatures and weather conditions. These materials may be used to construct covers, end walls, trim, and binding and Shelter Structures cannot warranty these materials against wrinkling and shrinkage. Any necessary sewing or stitching of material will be done with white thread.

3. Shelter Structures shall not be responsible for loss or damage to Buyer's business or property or injury or death or persons; Buyer shall indemnify Shelter Structures and hold harmless from any claims for any of the foregoing.

4. The parties agree that Buyer's sole and exclusive remedy against Shelter Structures shall be for the repair or replacement of any shelter materials that are defective when delivered. In no event shall Shelter Structures be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory. Any defects or discrepancies in the shelters materials as delivered or installed must be reported to Shelter Structures within twenty (20) days after the Buyer receives the materials or it will be conclusively presumed that the shelter materials were as ordered and were received in good condition. Notice to Shelter Structures of any defects, discrepancies or objections must be delivered in writing via certified or registered mail to the address shown on Page 1 of this agreement.

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