



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 5

List View

### General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 325709

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0608

Vendor ID:

SO Doc ID: COR1700000012

Legal Name: ADVANTAGE EQUIPMENT INC

Published Date: 4/24/17

Alias/DBA:

Close Date: 5/9/17

Total Bid: \$106,087.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 325709  
**Solicitation Description :** COMMERCIAL WASHERS AND DRYERS  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-09 13:30:00	SR 0608 ESR05031700000005300	1

<b>VENDOR</b>
000000177139 ADVANTAGE EQUIPMENT INC

**Solicitation Number:** CRFQ 0608 COR1700000012

**Total Bid :** \$106,087.00      **Response Date:** 2017-05-09      **Response Time:** 10:26:53

**Comments:** We will provide in addition to the manufactures warranty on parts a 30 day labor warranty.

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	COMMERCIAL CLOTHES WASHERS	29.00000	EA	\$2,795.000000	\$81,055.00

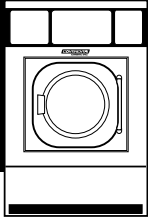
Comm Code	Manufacturer	Specification	Model #
52141600			

Extended Description : COMMERCIAL CLOTHES WASHERS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	COMMERCIAL CLOTHES DRYERS	28.00000	EA	\$894.000000	\$25,032.00

Comm Code	Manufacturer	Specification	Model #
52141602			

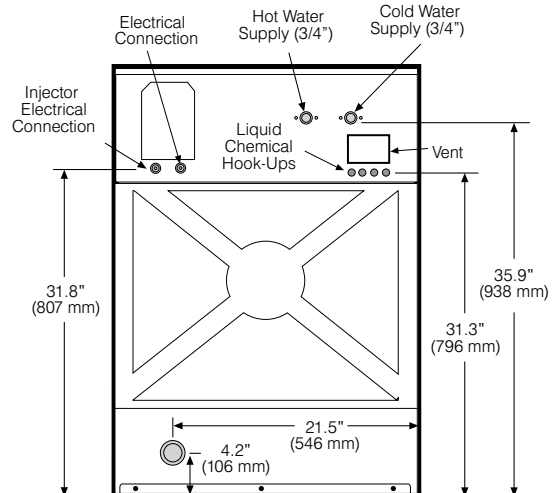
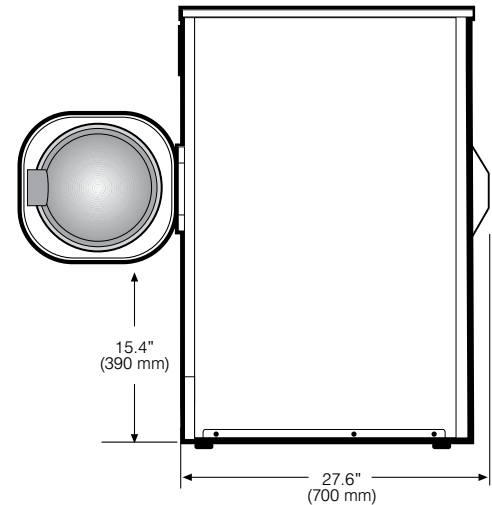
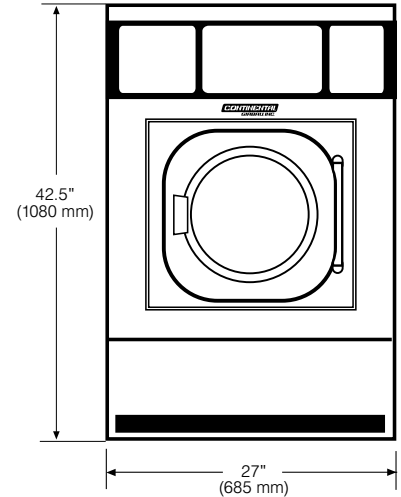
Extended Description : COMMERCIAL CLOTHES DRYERS



# EH020

**ON-PREMISE LAUNDRY E-SERIES 20-POUND CAPACITY  
HIGH-PERFORMANCE WASHER-EXTRACTOR**

Capacity <i>lbs (kg)</i>	20 (8)
Cylinder Diameter <i>inch (mm)</i>	21.1 (536)
Cylinder Depth <i>inch (mm)</i>	13.8 (351)
Cylinder Volume <i>cu ft (dm<sup>3</sup>)</i>	2.8 (79.2)
Net Weight <i>lbs (kg)</i>	279 (127)
Crated Weight <i>lbs (kg)</i>	301 (137)
Machine Width <i>inch (mm)</i>	27 (685)
Machine Depth <i>inch (mm)</i>	27.6 (700)
Machine Height <i>inch (mm)</i>	42.5 (1080)
Door Opening <i>inch (mm)</i>	12.7 (322)
Floor to Door <i>inch (mm)</i>	15.4 (390)
Shipping Dimensions <i>inch (mm)</i> (WxDxH)	28.3 x 29.1 x 47.7 (720 x 740 x 1212)
Washing Speed <i>rpm</i>	50
Spin Speeds <i>rpm</i>	50/100/580/690/780/970
G-force	0.75/3/101/143/183/300
Static Force Transmitted <i>lbs (kg)</i>	340 (154)
Dynamic Force Transmitted <i>lbs (kg)</i>	115 (52)
Frequency of Dynamic Force <i>Hz</i>	16.2
Available Voltages/Wire Conductor/Amp	
Hot Water (standard)	120/60/1, 3-prong cord, 15 Amp
Hot Water (standard)	208-240/60/1, 2W + G, 5 Amp
Electric Auxiliary Heat (optional)	208-240/60/1, 2W + G, 20 Amp
Electric Auxiliary Heat (optional)	208-240/60/3, 3W + G, 20 Amp
Modified Energy Factor (MEF)*	2.21
Water Consumption Factor (WCF)*	5.03
Drain Diameter <i>inch (mm)</i>	
Pump Drain	1 (25.4)
Gravity Drain	2 (51)
Water Inlets <i>inch (mm)</i>	3/4 (19)
Recommended Water Pressure <i>PSI (bar)</i>	30-60 (2-4)
Water Flow <i>gal/min (l/min)</i>	8 (30)
Motor Power <i>kW</i>	0.8
Electric Heating Power (optional) <i>kW</i>	4.3



\* Modified Energy Factor (MEF) measured in cubic feet per kilowatt-hour per cycle. Water Consumption Factor (WCF) measured in gallons per cycle per cubic feet. MEF and WCF statistics are according to DOE test results report by Intertek, an independent testing laboratory, dated February 27, 2007.

\*\* Specifications subject to change without notice or obligation. Call Continental Girbau, Inc for dimensions not shown or for clarification.



**IMPORTANT: To Prevent Overloading, DO NOT**  
Use More Than 14 cup Detergent

**▲ DANGER**  
Do not allow children to operate machine.

**DOOR IS EQUIPPED WITH INTERLOCK SAFETY SWITCH**  
Never try to open the door if:  
- cycle has not finished.  
- Drum has not completely stopped.  
- Water has not been completely drained.

**LOGI CONTROL**

Control panel with digital display and various buttons. The display shows '0:00' and '0:00'. The panel includes buttons for 'STOP', 'PAUSE', 'START', and 'POWER OFF'. There are also several indicator lights and a small LCD screen.

Control panel for the drying tumbler, featuring a digital display and various buttons. The display shows '0:00'. The panel includes buttons for 'STOP', 'PAUSE', 'START', and 'POWER OFF'. There are also several indicator lights and a small LCD screen.

Continental's E-Series Washer-Extractor and matching drying tumbler deliver an energy-efficient, industrial solution to on-premise laundries with small load requirements. Designed to cut utilities while increasing productivity, the machines return dollars to your bottom line!

E-SERIES

**CONTINENTAL**  
GIBBELL, INC.



## E-SERIES HIGH-PERFORMANCE WASHER-EXTRACTORS MAXIMIZING ENERGY EFFICIENCY

Designed to drive down gas, water and electrical costs while improving productivity, Continental E-Series High Performance Washer-Extractors deliver high-speed extract, an easy-to-install freestanding design, unmatched durability and the ultimate in programmability!

### High Speed Extract & Freestanding Design

E-Series Washer-Extractors feature a freestanding design that enables extraction speeds of up to 300 G-force, about 200 G-force more than most topload washers. The super-speed extract removes more water from each load—slashing dry time and resulting gas consumption in half! And, unlike other industrial machines that must be bolted to concrete foundations, the freestanding design of E-Series Washer-Extractors allows them to be easily installed and moved at any time—using the same footprint as most topload washers. To further facilitate easy installation, E-Series Washers use single-phase power which is easily available at most on-premise locations.

### Stingy on Water

E-Series technology allows for superior wash quality using considerably less water than most toploads on the market. A sump-less design, exclusive AquaFall system and a highly programmable control combine to slash water usage and ensure excellent wash quality. Compared with most topload washers, which consume 31-40 gallons of water per load, E-Series can use as little as 13.4\* gallons per load! Less water used equates to less water heated and additional savings in gas and electricity. No wonder it's ENERGY STAR® qualified as a top tier commercial washer for efficiency!

### Continental's Most Flexible Control Ever!

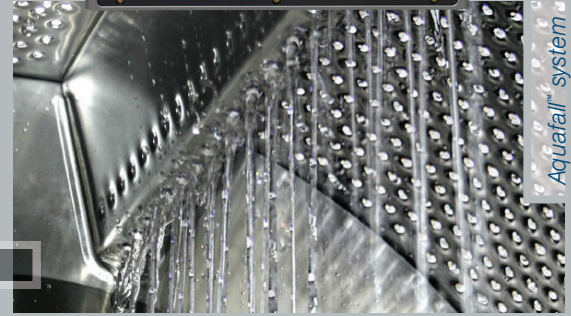
The highly flexible Logi Control offers eight individually modifiable programs—each with up to nine baths including multiple pre-wash, wash and rinse cycles. Variables within each bath—including wash temperature, water levels, cycle times, rotation and G-force extract speeds—can be individually programmed for maximum efficiency given the load type. E-Series Washers can also be programmed for automatic chemical injection—ensuring a consistent clean with every wash and eliminating the possibility of chemical overuse and resulting damage to fabric.

### Proven Construction, Durability & Longevity

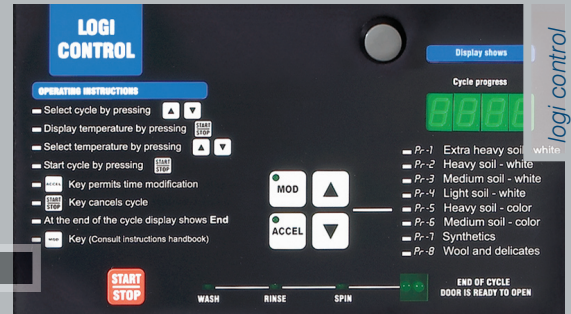
E-Series Washers feature inner and outer drums of durable AISI-304 stainless steel, oversized bearings and bearing housings and a quality sealing system. They are engineered using as few welds as possible to attain unmatched strength. The oversized door on E-Series, which allows for easy loading and unloading, is equipped with heavy duty bolt style door hinges that will withstand the rigors of constant use. No wonder E-Series is backed by a 5/3-year manufacturer's warranty!

### Ease of Maintenance

Nearly all components are accessible via the front or top cover of the washer, which is easily removed without interfering with detergent dispensers. Bearings are lubricated for a lifetime, the poly-v belt needn't be tightened, and bearings and seals are easily replaced without removing the washer drum. Everything about E-Series mandates ease of maintenance and component accessibility.



AquaFall™ system



logi control



minimal welding

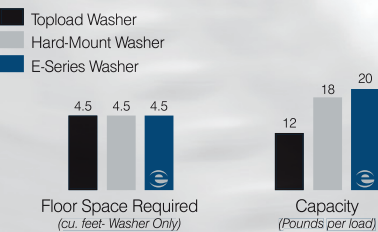


freestanding design



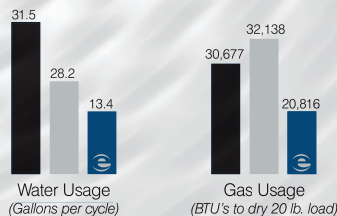
\*According to DOE test results report by Intertek, an independent testing laboratory, dated December 19, 2006. Modified Energy Factor (MEF) 2.21 (cubic feet per kilowatt-hour per cycle). Water Consumption Factor (WCF) 5.03 (gallons per cycle per cubic feet).

## E-SERIES GIVES YOU MORE — MORE CAPACITY, MORE EFFICIENCY, & MORE PRODUCTIVITY!



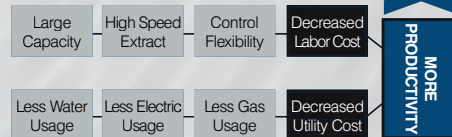
### More Capacity — Same Space

E-Series Washers fit into the same space as most topload washers, yet offer 40% greater capacity. Larger loads equate to increased productivity. Plus, E-Series Washers use the same power requirements as topload washers, and as a result are an easy replacement for these less efficient models.



### More Efficiency — Decreased Utility Costs

E-Series Washers use up to 57-percent less water per load! This translates into significant savings of water usage costs and an equal savings in water heating costs. The high-speed extract of E-Series\* further reduces utility costs by decreasing gas or electricity consumed to dry a load.



### More Productivity — Less Cost

The large capacity, high-speed extract and control flexibility of E-Series Washers significantly cuts the time required to process laundry. The time savings decreases associated labor costs, while the machines high-level of energy-efficiency decreases utilities—resulting in greater productivity.

\* Models used in comparison: Continental JW7820 topload washer, Continental L1018 3-phase hard-mount washer, Continental EH020 1-phase E-Series Washer

## E-SERIES COMPACT DRYING TUMBLERS THE NEXT LEVEL OF DRYING EFFICIENCY

Equipped with an oversized door, dryer window and cylinder light, E-Series Drying Tumblers are not only easy to use, they are incredibly efficient! A 20-pound capacity dryer, E-Series is available in gas or electric heat—making it the right choice for any on-premise laundry application. Loaded with industrial grade features that ensure durability and simplify maintenance, E-Series Dryers are built to last.

### Industrial Grade Efficiency and Durability

Featuring AISI-304 stainless steel top, front and side panels, the E-Series Drying Tumbler was designed to echo the efficiency and durability of the E-Series Washer-Extractor. The robust 7.0 cu. ft. cylinder and 1/3 HP motor are a perfect match in capacity and power to the E-Series Washer. In addition, E-Series Dryers boast efficient axial airflow that maximizes water removal. Laundry dries faster—resulting in a significant savings in labor and utility costs.

### Flexible Control

The drying tumbler control, which mirrors the look of the E-Series Washer control, offers four temperature settings including high, med, low and delicate. It couldn't be simpler to operate thanks to easy-to-understand icons showing operating instructions and a digital display that illuminates machine cycle status.

### Ergonomic Design

Utilizing a sensible ergonomic design with an oversized door, cylinder light, unique dryer window, and optional elevation base, the E-Series Dryer makes loading and unloading a snap. The large door—with a left to right swing—features heavy-duty hinges that will withstand the rigors of constant use.

### Easy to Install, Service & Maintain

E-Series Dryers share the same dimensions and utility connections as most home-style dryers, and as a result, are an easy replacement for these less efficient models. Designed for minimal maintenance and simplified serviceability, the drying tumbler features a lint filter that's easy to reach and clean, but doesn't get in the way of users. When service is necessary, most components are accessible from the front—eliminating the need to move the machine. The motor, blower, heating element, gas valve and thermostats are serviceable through a lower front panel without having to disconnect the door switch.

### Gas or Electric

Underwriters Laboratories (UL) and CSA International (CSA) listed, E-Series Dryers are available in gas or electric heat.



door window



large cylinder



flexible control





**E-SERIES WASHER  
(MODEL #EH020)**

**E-SERIES DRYER  
(MODEL #KFE/KFG)**

**DIMENSIONS & WEIGHTS**

Capacity <i>lbs (kg)</i>	20 (8)
Cylinder Diameter <i>inch (mm)</i>	21.1 (536)
Cylinder Depth <i>inch (mm)</i>	13.8 (351)
Cylinder Volume <i>cu. ft (dm<sup>3</sup>)</i>	2.8 (79.2)
Net Weight <i>lbs. (kg)</i>	279 (127)
Crated Weight <i>lbs.(kg)</i>	301 (137)
Machine Width <i>inch (mm)</i>	27 (685)
Machine Depth <i>inch (mm)</i>	27.6 (700)
Machine Height <i>inch (mm)</i>	42.5 (1080)
Door Opening <i>inch (mm)</i>	12.7 (322)
Floor to Door <i>inch (mm)</i>	15.4 (390)
Shipping Dimensions <i>inch (mm)</i> (WxDxH)	28.3 x 29.1 x 47.7 (720 x 740 x 1212)

**GENERAL**

Washing Speed <i>rpm</i>	50
Spin Speed <i>rpm</i>	580/690/780/970
G-force	300

**CONNECTIONS**

Drain Diameter	
Pump Drain <i>inch (mm)</i>	1 (25.4)
Gravity Drain <i>inch (mm)</i>	2 (51)
Water Inlets <i>inch (mm)</i>	3/4 (19)
Water Pressure <i>PSI (bar)</i>	7-87 (0.5-6)
Water Flow <i>gal/min (l/min)</i>	8 (30)
Motor Power <i>kW</i>	0.87

**DIMENSIONS & WEIGHTS**

Basket Volume <i>cu. ft (dm<sup>3</sup>)</i>	7.0 (199)
Net Weight	
Electric <i>lbs. (kg)</i>	150 (68)
Gas <i>lbs. (kg)</i>	155 (70)
Crated Weight	
Electric <i>lbs. (kg)</i>	160 (73)
Gas <i>lbs. (kg)</i>	165 (75)
Machine Width <i>inch (mm)</i>	26.875 (683)
Machine Depth <i>inch (mm)</i>	28 (711)
Machine Height <i>inch (mm)</i>	40.75 (1035)
Door Opening <i>inch (mm)</i>	24.7 (628)
Shipping Dimensions <i>inch (mm)</i> (WxDxH)	29.5 x 30.5 x 45 (749 x 775 x 1143)

**GENERAL**

Exhaust Diameter <i>inch (mm)</i>	4 (102)
Exhaust Air Flow <i>cfm (m<sup>3</sup>/min)</i>	220 (374)
Basket Motor Power <i>Hp</i>	1/3
Gas Heating <i>BTU/h (Kcal/h)</i>	25,000 (6300)
Gas Inlet Diameter <i>inch</i>	3/8 N.P.T.

**CONNECTIONS**

Heating Element Wattage <i>kW</i>	
60Hz- 208 Volt*	4750
240 Volt	5350
240 Volt (Canada)	5000
50Hz- 230 Volt	4800
Amp Protection <i>Amp</i>	
Electric 120/240/60/1	30
230/50/1	30
Gas 120/60/1	15
230/50/1	10

\* Conversion kit required for 208 Volt models. Contact Continental Girbau, Inc. or your local authorized Continental distributor for details.



Product design and specifications are subject to change without notice. For the most current and complete technical specifications, architectural line drawings and warranty information, please visit our Web site at [www.continentalgirbau.com](http://www.continentalgirbau.com)

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**CONTINENTAL**  
GIRBAU®



## ECON-O-WASH & ECON-O-DRY FOR ON-PREMISE LAUNDRIES

Used as a team, the Econ-O-Wash top-load washer and the Econ-O-Dry singleload or stacked dryer effectively clean and dry smaller loads quickly and efficiently—improving on-premise laundry productivity.

GWNMN | JDE807 | JDG809 | JSEMNI | JSGMN

# ECON-O-WASH TOP-LOAD WASHERS AFFORDABLE EFFICIENCY

## DURABILITY

The Econ-O-Wash topload is constructed for unmatched longevity. It features a durable porcelain enamel washtub, a scratch-resistant, hard-baked porcelain enamel top and lid, a heavy-duty, two-speed motor, and a corrosion-resistant polypropylene pump—all wrapped up in a rugged galvanized steel cabinet!

## ENERGY EFFICIENCY & HIGH SPIN SPEED

Unlike most home-style top-load washers, which guzzle around 40 gallons of water per load, The Econ-O-Wash topload is engineered with a water saving feature that uses just 27.3 gallons per load! By using less water, on-premise laundries significantly cut hot water consumption—saving energy and lowering utility costs! Moreover, the washer delivers 710 RPM spin speeds to remove more water from every load. In doing so, dry time is reduced—increasing productivity and reducing utility costs! The Econ-O-Wash topload offers superior energy efficiency. At start-up the machine draws fewer amps—conserving additional electricity. No wonder this washer conforms to the Department of Energy (DOE) 2013 efficiency standards.

## QUALITY OF THE WASH

Superior engineering means laundry gets cleaner. The Econ-O-Wash topload features a curved, four-vane polypropylene agitator with a 210 degree agitator stroke—the longest in the industry. The machine's lengthy stroke delivers increased wash action thereby generating superb wash results.

## AUTOMATIC BALANCE SYSTEM

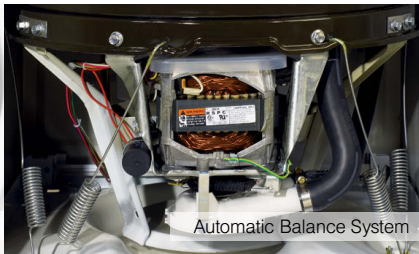
Designed to automatically adjust out-of-balance loads, Econ-O-Wash completes wash cycles quietly, smoothly and without interruption. The liquid-filled balance ring at the top of the tub and the washer's advanced suspension design combine to eliminate interrupted wash cycles due to out-of-balance loads. The feature also eliminates the need for an out-of-balance switch!

## USER-FRIENDLY CONTROL

Econ-O-Wash makes it easy for laundry room attendants to select from several wash cycles. The user simply chooses a cycle—normal, permanent press, delicate, or one of three unique energy-saving cycles—and presses start. It offers three water temperature options for the wash cycle—hot, warm and cold—along with an indicator light that illuminates when the machine is in use.



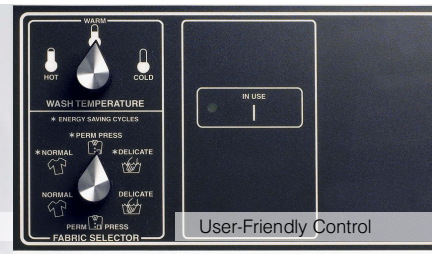
Four Vane Agitator



Automatic Balance System



Heavy-Duty Drain Hose



User-Friendly Control

## ECON-O-WASH PRODUCT SPECIFICATIONS

GWNMN

Cylinder Volume	cu ft (dm <sup>3</sup> )	3.26 (92.3)
Net Weight	lbs (kg)	190 (86)
Crated Weight	lbs (kg)	210 (95)
Machine Width	inch (mm)	25.63 (651)
Machine Depth	inch (mm)	28 (711)
Machine Height	inch (mm)	43 (1092)
Floor to Work Surface	inch (mm)	36 (914)
Shipping Dimensions	inch (mm)	28 x 30 x 45 (711 x 762 x 1143)
Water Consumption	gal (l)	27.3 (103.3)
Hot Water Consumption	gal (l)	2.3 (8.7)
Washing Speed	rpm high/low	67/44
Spin Speed	rpm high/low	710/473
Drain Diameter	inch (mm)	1 1/2 (38.1)
Water Inlets	inch (mm)	3/4 (19)
Recommended Water Pressure	PSI (bar)	20-120 (1.4/8.3)
Water Flow	gal/min (l/min)	37.5 (140)
Motor Power	Hp	1/2



**MEF**  
Modified Energy  
Factor  
(cubic feet per kilowatt  
hour per cycle)

**1.65**

**WCF**  
Total Water  
Consumption Factor  
(gallons per cycle  
per cubic feet)

**8.4**

\* Modified Energy Factor (MEF) is measured in cubic feet per kilowatt-hour per cycle. Water Consumption Factor (WCF) is measured in gallons per cycle per cylinder cubic feet. MEF and WCF statistics are according to Department of Energy (DOE) testing standards report by Intertek, an independent testing laboratory.

# ECON-O-DRY SINGLELOAD AND STACKED DOUBLELOAD UNMATCHED DURABILITY

A perfect match to Econ-O-Wash top-load washers, Econ-O-Dry dryers – in singleload or stacked doubleload capacity – are not only easy to use, they dry laundry incredibly fast!

## ROBUST DOOR AND CYLINDER

Equipped with an oversized door opening, Econ-O-Dry dryers make loading and unloading a snap using a sensible ergonomic design. The robust cylinder capacity takes on larger loads of laundry and provides improved tumble action through axial airflow technology—moving air more evenly through laundry items to get them dry faster!

## EASY TO SERVICE & MAINTAIN

Designed for minimal maintenance and simplified serviceability, the drying tumbler features a lint filter that's easy to reach and clean, but doesn't get in the way. Moreover, when service is necessary, most components are accessible from the front of the machine. The motor, blower, heating element, gas valve and thermostats are serviceable through a lower front panel without disconnecting the door switch.

## SAVE SPACE—DOUBLE PRODUCTION

By selecting the stack Econ-O-Dry model, on-premise laundries double drying capacity using half the space. The stack model offers two individually operable, single-pocket tumblers in one of the narrowest cabinets available (26.88 inches wide). This allows laundries to maximize space and productivity.

## FLEXIBLE CONTROL

The dryer control offers fabric selection options including delicate, permanent press, no heat and normal, and an indicator light that illuminates when the machine is in use. A convenient timer enables the user to manually select dry time according to load type and size.

## GAS OR ELECTRIC

Econ-O-Dry dryers are available in gas or electric heat—making them the right choice for any on-premise laundry. United Laboratories (UL) listed, Econ-O-Dry is built to last for years of trouble-free operation.



## ECON-O-DRY PRODUCT SPECIFICATIONS

JDE807/JDG809 JSEM/JSGMN

Basket Volume	cu ft (dm3)	7.0 (199)	7.0 (199)
Net Weight	lbs (kg)		
	electric	135 (61)	135 (61)
	gas	140 (64)	140 (64)
Crated Weight	lbs (kg)		
	electric	145 (66)	145 (66)
	gas	150 (68)	150 (68)
Machine Width	inch (mm)	26.88 (683)	26.88 (683)
Machine Depth	inch (mm)	28 (711)	28 (711)
Machine Height	inch (mm)	44.38 (1127)	78.5 (1994)
Door Opening	inch (mm)	24.7 (628)	24.7 (628)
Shipping Dimensions	inch (mm)		
		29.5 x 30.5 x 45 (749 x 775 x 1143)	29.5 x 30.5 x 45 (749 x 775 x 1143)
Exhaust Diameter	inch (mm)	4 (102)	4 (102)
Exhaust Air Flow	cfm (m3/min)	220 (6.23)	220 (6.23)
Basket Motor Power	Hp	1/3	1/3
Gas Heating	BTU/h (Kcal/h)	25,000 (6300)	25,000 (6300)
Gas Inlet Diameter	inch (mm)	3/8 NPT	3/8 NPT



# CONTINENTAL GIRBAU INC. & GIRBAU GROUP

Continental Girbau Inc. (Continental) was established in 1995 as the North American subsidiary of the commercial laundry equipment manufacturer, Girbau Group, headquartered in Vic, Spain. Family owned, Girbau employs more than 600 people throughout its corporate headquarters in Vic and 15 subsidiaries throughout the world. It markets its industrial and commercial laundry products to more than 90 countries worldwide.

## THE TOTAL LAUNDRY SOLUTION

Continental delivers the total laundry solution to vended, on-premise and industrial laundries throughout North America. As the provider of highly-efficient batch tunnel washers, washer-extractors, drying tumblers, feeders, ironers, folders and related machinery, Continental serves the complete laundry production and efficiency needs of virtually any application. Proven durable and reliable, Continental laundry systems are engineered for unrivaled productivity, efficiency and ease of use.

## OUR MISSION: YOUR SUCCESS

Continental's mantra – "Our Mission: Your Success" – reflects the company's commitment to its distributors and customers. We offer robust laundry systems backed by unrivaled customer care.

## WARRANTY

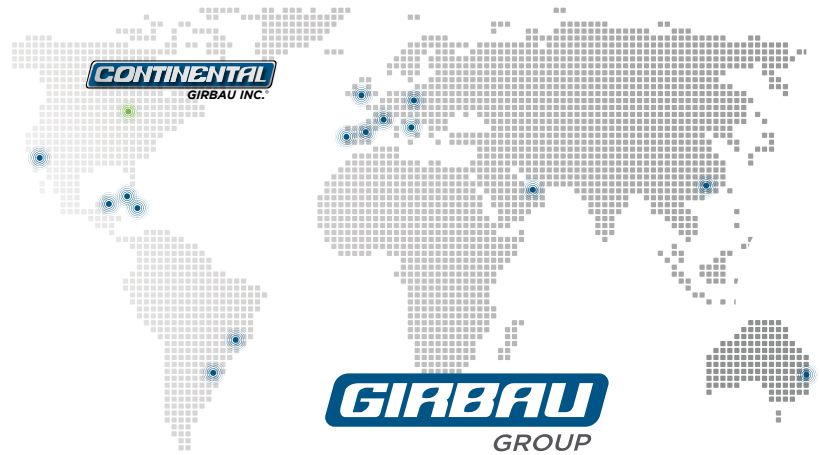
Econ-O-Wash and Econ-O-Dry are backed by an industry-leading 5/3-year ContinentalCare™ warranty.

## FINANCING

Financing allows you to retain full ownership of your business and its assets while helping to preserve your cash, liquidity and revolving lines of credit for emergency use, working capital and other investments. Through CustomSelect™ Financing, Continental Girbau offers flexible financing and competitive fixed rates to all qualifying applicants.

## ENVIRONMENTALLY FRIENDLY

Continental laundry products meet rigorous environmental and safety standards established by the International Organization for Standardization (ISO). Ever focused on laundry efficiency, Continental Girbau is a member of the U.S. Green Building Council (USGBC), a 501(c)(3) nonprofit that developed the Leadership in Energy and Environmental Design (LEED) Green Building Rating System.



**CONTINENTALCARE™**  
BUY WITH COMPLETE CONFIDENCE

3-YR LIMITED PARTS WARRANTY  
5-YR KEY COMPONENT WARRANTY



**DISTRIBUTED BY:**



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: ADVANTAGE Equipment Inc.  
Authorized Signature: [Signature] Date: 5/8/17

State of Ohio

County of Summit, to-wit:

Taken, subscribed, and sworn to before me this 8 day of May, 2017.

My Commission expires 3-7, 2022.

AFFIX SEAL HERE



Debera L. Wickiser  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 3/7/2022

NOTARY PUBLIC

Debera Wickiser



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

State of West Virginia  
 Request for Quotation  
 20 – Household Items

Proc Folder: 325709

Doc Description: COMMERCIAL WASHERS AND DRYERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-24	2017-05-09 13:30:00	CRFQ 0608 COR1700000012	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF COMMERCIAL WASHERS AND DRYERS FOR MULTIPLE CORRECTIONAL FACILITIES PER THE ATTACHED.

COR1700000012	<b>Document Phase</b> Draft	<b>Document Description</b> COMMERCIAL WASHERS AND DRYERS	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## 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:

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: May 1, 2017 at 4:00 PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Crystal.G.Rink@wv.gov](mailto:Crystal.G.Rink@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ COR1700000012  
BID OPENING DATE: May 9, 2017  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 9, 2017 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**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 should be submitted to the Purchasing Division 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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 a 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

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**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

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**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

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**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

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

n/a

for n/a.

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.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**36. 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.

**37. 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.

**38. 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**41. 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).

**42. 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.

**43. 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:

c. 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

d. 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.



**44. 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

SCOTT Vlahos, PRESIDENT *SMH President*  
(Name, Title)  
SCOTT Vlahos PRESIDENT.  
(Printed Name and Title)  
1056 HOME AVE  
(Address)  
330-475-8220 FAX 330 475 8218  
(Phone Number) / (Fax Number)  
SVLAHOS@ADVANTAGEEQUIPMENT.NET  
(email address) S

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

ADVANTAGE Equipment INC.  
(Company)  
SMH President  
(Authorized Signature) (Representative Name, Title)  
SCOTT Vlahos PRESIDENT  
(Printed Name and Title of Authorized Representative)  
5/8/17  
(Date)  
330-475-8220 X 101  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ COR1700000012

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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 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.

ADVANTAGE Equipment INC.  
Company

  
Authorized Signature

5/8/17  
Date

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

**REQUEST FOR QUOTATION**  
**CRFQ COR170000012**  
**Commercial Clothes Washers & Dryers**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Corrections (WVDOC), to establish a contract for the one-time purchase commercial clothes washer-extractors and dryers, in accordance with the following specifications, to provide support for their residential inmate population.

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 Commercial Washer-Extractors and Dryers, Unit Bases, Warranty, Delivery, and Installation, as more fully described by these specifications.

2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

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

3.1.1 **Contract Item # 1: Commercial Clothes Washer and Accessories**

3.1.1.1 Washing Machine must have a minimum of 16-pound capacity.

3.1.1.2 Washing Machine must be soft mount.

3.1.1.3 Washing Machine may be top or front load.

3.1.1.4 Washing Machine must have a gravity drain.

3.1.1.5 Washing Machine must have a minimum of three (3) individually modified programs each with multiple washes to include but not limited to pre-wash, wash, and rinse cycles.

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**Commercial Clothes Washers & Dryers**

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- 3.1.1.6** Vendor must clearly identify washer-extractor models and provide manufacturer's specifications, manufacturer's literature, and/or any other relevant verifiable documentation that demonstrates the washer-extractor meets the desired mandatory specifications. Vendor should submit documentation with bid response; all requested documentation must be received prior to award.
- 3.1.1.7** Washing Machine that are coin/card operated, are not acceptable.
- 3.1.1.8** Washing Machine must be free standing design for quick installation and same day operation.
- 3.1.1.9** Washing Machine must include a base unit if necessary.
- 3.1.1.10** Washing Machine must utilize American Iron & Steel Institute (AISI) 304 Stainless Steel construction for inner and outer drums as well as the module front face.
- 3.1.1.11** Washing Machine must utilize 120/60/1 voltage/phase electricity.
- 3.1.1.12** Washing Machine must produce a minimum of 300 G-force for water extraction.
- 3.1.1.13** Washing Machine must NOT EXCEED following physical dimensions to ensure units will fit in existing space: 43" Height, 27" Width, 28" Depth. Units must utilize a 2" gravity drain to use existing piping.
- 3.1.1.14** Manufacturer warranty must repair or replace, free of charge, any part which fails as a result of a defect in material or workmanship for a period of three years (36 months) after the date of original installation, but no later than three-and-one-half years (42 months) from date of equipment manufacture. The inner cylinder (including coupler and shaft assembly) bearing, and bearing seals, inner/outer frame assembly on soft mount models for a period of five years (60 months) after the date of installation, but no more than five-and-one-half years (66 months) after the date of equipment manufacture. For all new replacement parts, the remaining term of the limited warranty of the equipment to which the parts are

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**Commercial Clothes Washers & Dryers**

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incorporated or for one year (12 months) from the date of sale of the parts, whichever time period is greater.

**3.1.1.15** Vendor must deliver the washer-extractors inside the building, uncrate the units, set units in place within 3 feet of existing utilities, provide all hoses and connectors to make all electrical and plumbing connections, and ensure the units are working correctly and are ready for immediate operation. Vendor is to demonstrate programming options to WVDOC staff and provide minimal preventative maintenance, troubleshooting, repair, and diagnostic instruction.

**3.1.2 Contract Item # 2: Commercial Clothes Dryer and Accessories**

**3.1.2.1** Clothes Dryer must have a minimum 18-pound capacity.

**3.1.2.2** Clothes Dryer must have high-performance drying tumbler utilizing axial-airflow for small load efficiency.

**3.1.2.3** Clothes Dryer must have oversized, reversible doors, and an oversized lint compartment.

**3.1.2.4** Vendor must clearly identify clothes dryer models and provide manufacturer's specifications, manufacturer's literature, and/or any other relevant verifiable documentation that demonstrates the clothes dryer meets the desired mandatory specifications. Vendor should submit documentation with bid response; all requested documentation must be received prior to award.

**3.1.2.1** Clothes Dryer's that are coin/card operated machines are not acceptable.

**3.1.2.2** Clothes Dryer must be free standing design for quick installation and same day operation.

**3.1.2.3** Clothes Dryer must feature AISI-304 stainless steel top, front, and side panes. Must utilize a rear cylinder back plate made of Annealed Stainless Steel. Painted is acceptable.

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**Commercial Clothes Washers & Dryers**

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**3.1.2.4** Clothes Dryer must utilize 120/60/1 voltage phase electricity.

**3.1.2.5** Clothes Dryer must be energy efficient, include an instant electronic ignition.

**3.1.2.6** Clothes Dryer must have a modular electrical system.

**3.1.2.7** Clothes Dryer must have multiple burner heating system.

**3.1.2.8** Clothes Dryer must have a minimum of four (4) time-dry or auto-dry cycles.

**3.1.2.9** Clothes Dryer must NOT EXCEED the following physical dimensions to ensure units will fit in existing space: 64" Height, 28" Width, 41" Depth. Units must utilize a gas heat pipe inlet diameter of ½" Male, N.P.T (National Pipe Thread Taper) to use existing piping.

**3.1.2.10** Manufacturer warranty must repair or replace, free of charge, any part which fails as a result of a defect in material or workmanship for a period of three years (36 months) after the date of original installation, but no later than three-and-one-half years (42 months) from date of equipment manufacture. The inner cylinder (including coupler and shaft assembly) bearing, and bearing seals, inner/outer frame assembly for a period of five years (60 months) after the date of installation, but no more than five-and-one-half years (66 months) after the date of equipment manufacture. For all new replacement parts, the remaining term of the limited warranty of the equipment to which the parts are incorporated or for one year (12 months) from the date of sale of the parts, whichever time period is greater.

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**Commercial Clothes Washers & Dryers**

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**3.1.2.11** Vendor must deliver the clothes dryers inside the building, uncrate the units, set units in place within 3 feet of existing utilities, provide all hoses and connectors to make all electrical and plumbing connections, and ensure the units are working correctly and are ready for immediate operation. Vendor is to demonstrate programming options to WVDOC staff and provide minimal preventative maintenance, troubleshooting, repair, and diagnostic instruction.

**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 (Exhibit A) by entering the unit price for each of the desired items inclusive of all freight and delivery costs and extending the unit price by the quantity noted to obtain the line item 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.

Vendor should 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 Virgin

**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. Vendor shall deliver the Contract Items within thirty (30) working/business days after receiving a purchase order. Contract Items must be delivered West Virginia Division of Corrections locations listed on Exhibit B. Exhibit B will also have quantity totals for each facility. A representative from each facility will contact the awarded vendor to coordinate delivery dates and time.



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**Commercial Clothes Washers & Dryers**

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**No separate freight/ shipping bills will be accepted.**

- 6.1 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.

- 6.2 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of standard delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 6.3 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.
- 6.4 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.

**7 VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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**Commercial Clothes Washers & Dryers**

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7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page CRFQ COR1700000012

Commercial Clothes Washers & Dryers

CONTRACT ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Item No. 3.1.1	Commercial Clothes Washer-Extractor	29	\$ 2795-	\$ 81,055. <sup>00</sup>
(Line Item #1)	Manufacturer: CONTINENTAL			
	Model No.: EHO20PA10211220			
Item No. 3.1.2	Commercial Clothes Dryer	28	\$ 894-	\$ 25032. <sup>00</sup>
(Line Item #2)	Manufacturer: CONTINENTAL			
	Model No.: JDG809WF			
	Unit prices to be inclusive of all freight/delivery costs Failure to use this form may result in disqualification	Total Bid Amount		\$ 106,087. <sup>00</sup> XX

Bidder / Vendor Information:

Name: ADVANTAGE EQUIPMENT INC

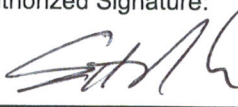
Address: 1056 HOME AVENUE  
ACRON OHIO 44310

Phone: 330-475-8220

Fax: 330-475-8218

E-mail Address: SVLAHOS@ADVANTAGEEQUIPMENT.NET

Authorized Signature:

 President

Date:

5/5/17

**Exhibit B Delivery Locations and Quantities**

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<b>Location</b>	<b>Address</b>	<b>Washers Needed</b>	<b>Dryers Needed</b>
Beckley Correctional Center	111 S. Eisenhower Dr., Beckley, WV, 25801	9	9
Charleston Correctional Center	1356 Hansford St., Charleston, WV, 25301	7	6
Huntington Work Release Center	1236 Fifth Ave., Huntington, WV, 25701	6	6
Parkersburg Correctional Center	225 Holliday Hills Dr., Parkersburg, WV, 26104	7	7

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Advantage Equipment, Inc Signed: [Signature]

Date: 5/4/17 Title: President