



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

# Request for Quotation

RFQ NUMBER
DRS070870

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV OF REHABILITATION SERVICES  
 WV REHABILITATION CENTER  
 ATTENTION: RECEIVING

INSTITUTE, WV  
 25112 766-4621

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/27/2007				

BID OPENING DATE: **04/05/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		031-28		
<p>COOLING TOWERS: FORCED AIR, GRAVITY, ETC.</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS TO REMOVE AND REPLACE AN EXISTING CLOSED CIRCUIT COOLING TOWER LOCATED AT THE FRP BUILDING, AT THE WEST VIRGINIA REHABILITATION CENTER IN INSTITUTE, WEST VIRGINIA. WORK SHALL INCLUDE ALL ASSOCIATED PIPING, PARTS, LABOR, CRANE, AND ANY NECESSARY ROOF REPAIR. SEE ATTACHED SPECIFICATION.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 20, 2007 AT 2:00 PM AT THE AGENCY'S LOCATION IN INSTITUTE, WEST VIRGINIA. THE MEETING WILL BE HELD IN BUILDING A, CONFERENCE ROOM B. ALL PRIME/GENERAL CONTRACTORS WISHING TO BID ON THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIALS SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. PRIME/GENERAL CONTRACTORS FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115, VIA EMAIL AT KFERRELL@WVADMIN.GOV, OR BY MAIL AT THE ADDRESS LISTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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**DRS070870**

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<p>IN THE BOB OF THIS RFQ. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/22/2007 AT 5:00 PM EST. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE</p>						

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<p>A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p>						

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<p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING</p>						

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<p>OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY</p>						

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EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.  REV. 11/96  EXHIBIT 10  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NOS.: NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  .....SIGNATURE .....COMPANY .....DATE						

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<p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-21</p> <p>REQ. NO.: DRS070870</p> <p>BID OPENING DATE: 04/05/2007</p>						

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<p><b>BID OPENING TIME: 1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b></p> <p>-----</p> <p><b>***** THIS IS THE END OF RFQ DRS070870 ***** TOTAL:</b> _____</p>						

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**REQUEST FOR QUOTATION**  
**CLOSED CIRCUIT COOLER REPLACEMENT**

**DRS070870**

REQUESTS FOR QUOTATION FOR THE REPLACEMENT OF THE  
CLOSED CIRCUIT COOLER LOCATED AT THE WEST VIRGINIA  
REHABILITATION CENTER, FRP BLDG., BARREN DRIVE, INSTITUTE, WV.

I. General Specifications. Work performed must be done after normal business hours and/or on weekends. Detailed project scope is as follows:

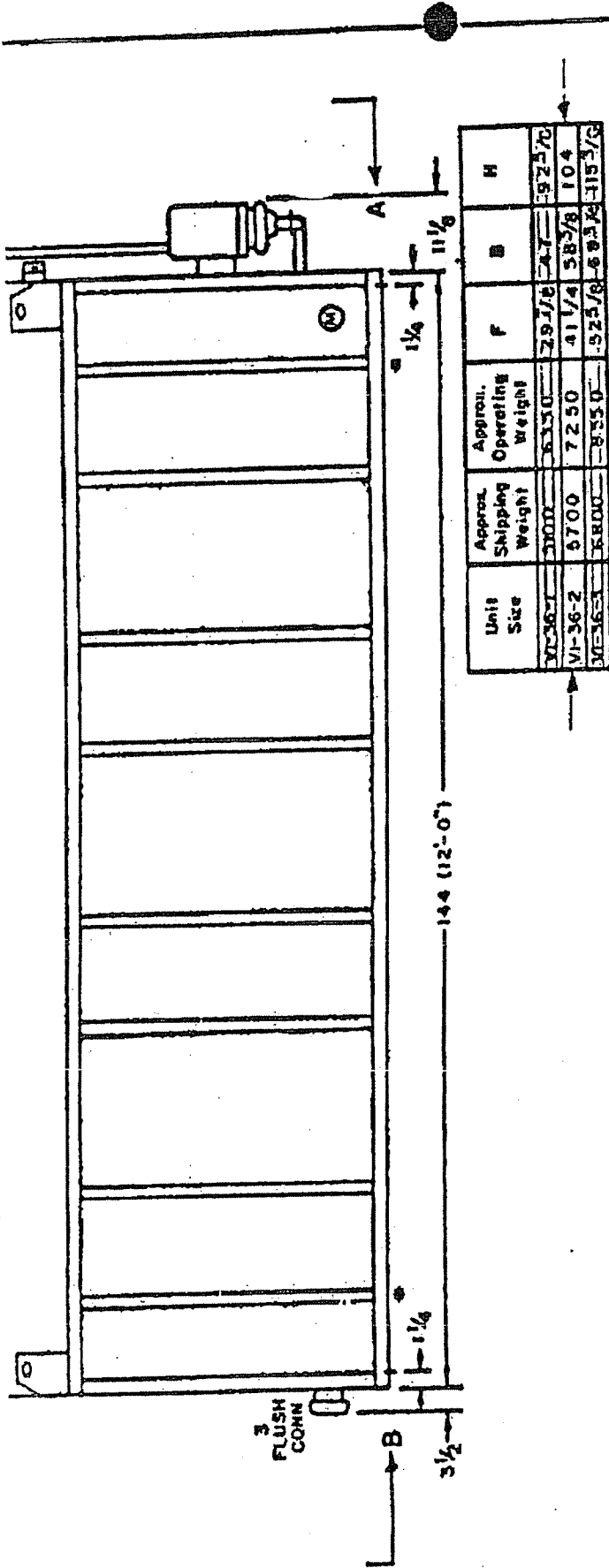
- A. Drain the existing cooler and piping as required.
- B. Disconnect piping, wiring, drains and ductwork from the closed circuit cooler.
- C. Remove and dispose of existing closed circuit cooler.
- D. Furnish and install new closed circuit cooler equal to or better than the existing Baltimore Aircoil closed circuit cooler designed to cool at a minimum 198GPM of water from 103 degrees to 91 degrees at a 76 degree wet bulb temperature (1/2" ESP), complete with centrifugal fan and counter-flow forced draft design and the following specifications:
  - Constructed of heavy gauge G235 hot-dip galvanized steel
  - 1 SP/1WD energy efficient fan motor at 15HP, 230/460V/3ph/60Hz, 1750 RPM
  - PVC spray water distribution system with ABS spray nozzles
  - PVC moisture eliminators
  - Centrifugal spray pump with galvanized steel suction and discharge lines and (1) 3/4HP ODP pump motor 230/460V/3ph/60Hz, 3450 RPM
  - V-type spray water sump
  - Steel suction strainer hot dip galvanized after fabrication
  - Float actuated make-up valve
  - Overflow, drain and make-up connections
  - Leak-proof access door hot dip galvanized after fabrication
  - Heavy gauge galvanized steel coil casing

- Heavy gauge, welded pan section hot dip galvanized after fabrication
  - Heavy gauge steel fan section hot dip galvanized after fabrication
  - All bolted assembly
  - Fan inlets and V-belt drive protected by guards that meet OSHA standards
  - 21,000 CFM airflow capacity
  - Electric pan heater package with thermostat and low water cut-out switch. Heater, thermostat, and low water cut-out switch are to be factory mounted. Pan heater voltage at 230/460V/3ph/60Hz
  - Discharge hood with dampers; low silhouette discharge hood (add approximately 18" to height of standard unit) with factory mounted 120V/1ph/60Hz "On-Off" actuator and linkage. Actuator includes auxiliary end switch for field interlocks
  - Factory insulation on hood and coil casing to include one inch layer of Armaflex insulation (or equivalent) factory installed on exterior of coil section. Insulation to be provided with a factory applied protection coat of paint to match unit finish
- E. Furnish required hoisting and rigging to set new closed circuit cooler.
- F. Provide and install required power and control wiring to new closed circuit cooler fan, pump, and dampers.
- G. Insulate exterior piping complete with weatherproof jacket.
- H. Provide electric heat tracing on exterior piping and required power wiring.
- I. Check, test, and start-up closed circuit cooler.
- J. Provide training to Division of Rehabilitation Services maintenance personnel on new equipment.
- K. Furnish three (3) each copies of both the owner's manuals and parts manuals for all new equipment.

## II. Additional Information

- A. Bid shall include a one year parts and labor warranty. Vendors may provide any additional warranty information available for the tower offered.

- B. Bids should include an anticipated delivery schedule once the purchase order has been issued. Notice to Proceed will be issued for installation upon shipping of the unit.
  
- C. According to West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete project within 30 days of notice to proceed. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor. Vendor will NOT be penalized for inclement weather days.



ALL DIMENSIONS ARE IN INCHES

CERTIFIED FOR Environmental Products

PROJECT West Virginia Rehabilitation Center

DATE February 12, 1976 B.A.C. NO. 76-6444

CUSTOMER'S P.O. NO. BA 1004

CAPACITY 198 GPM Water FROM 103 °F. TO 91 °F. AT 76 °F. W.B. 1.5 PSIG FLUID PRESS. DROP

PUMP MTR. (L) 3/4 HP, 3450 RPM, 3 PHASE, 60 CYCLE, 230/460 VOLTS, Open Dripproof

FAN MTR. (L) 15 HP, 1750 RPM, 3 PHASE, 60 CYCLE, 230/460 VOLTS, Open Dripproof

FAN DRIVES BASED ON 1/2" ESP REMARKS CFM-21,000 Unit to be furnished with electric immersion heater

package, spring type vibration rails, and solid bottom panels with extended lubrication lines.

BY:

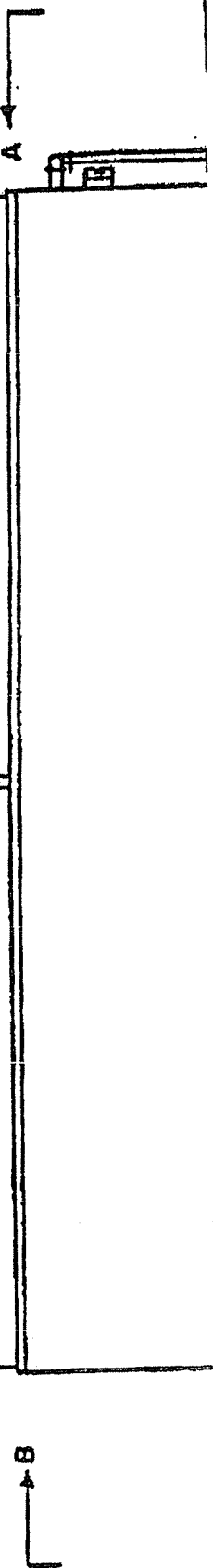
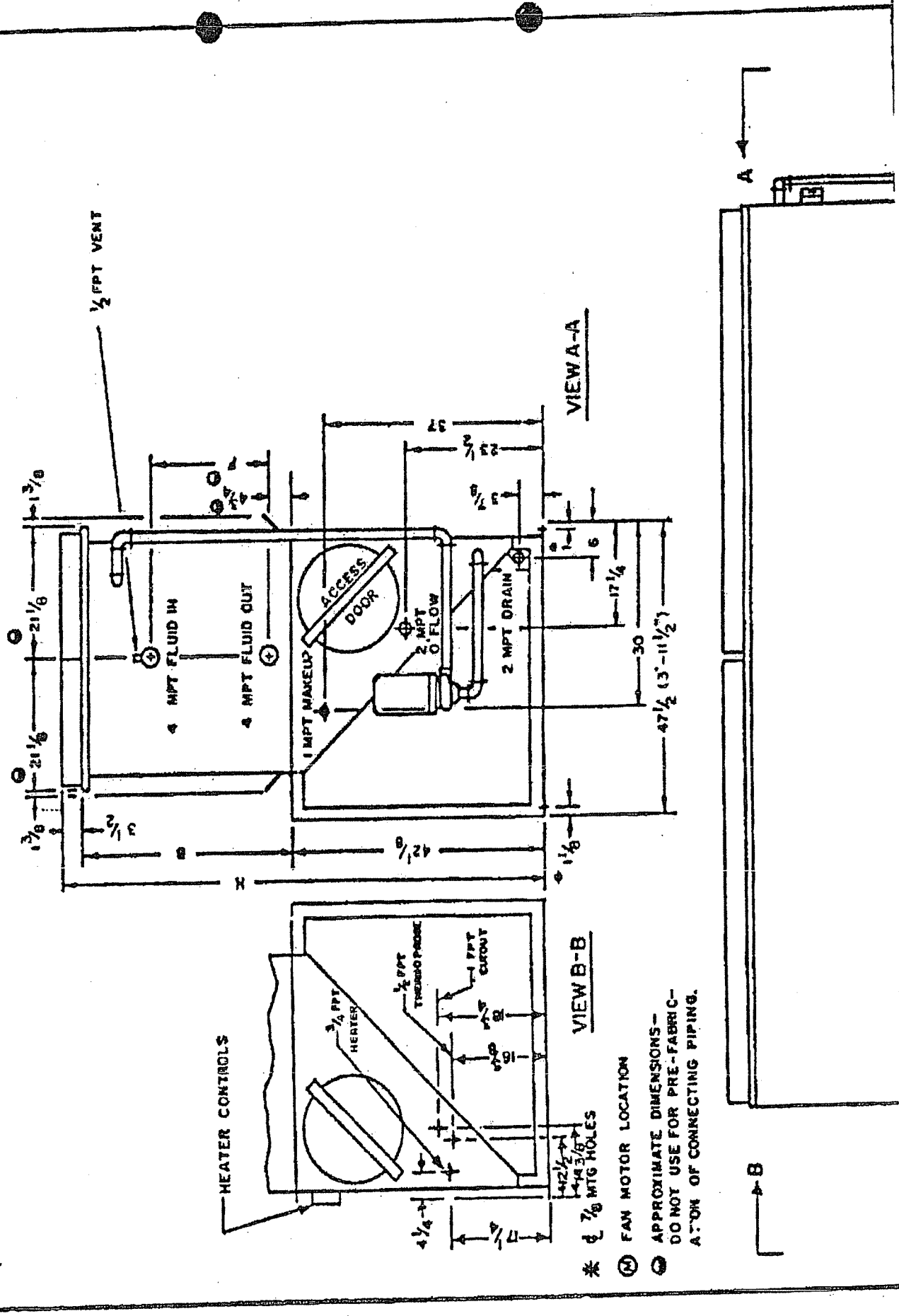
CLOSED CIRCUIT COOLER

BALTIMORE AIRCOIL

/am

18-6884

SYM.	REVISIONS	DATE



BID BOND

015

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

Surety Corporate Seal

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
power of attorney must be attached



BID BOND PREPARATION INSTRUCTIONS

016

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P)

Principal Corporate Seal

(R)

\_\_\_\_\_ (Q)  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or Vice President)

\_\_\_\_\_ (T)  
Title

Surety Corporate Seal

(U)

\_\_\_\_\_ (V)  
(Name of Surety)

\_\_\_\_\_ (X)  
Attorney-in-Fact

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety

(X) Signature of Attorney in Fact of the Surety  
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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

# AFFIDAVIT

017

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_