



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
 DWASH08

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 08/03/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/28/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		485-38-04-001		
DISHWASHER DISPENSING EQUIPMENT AND SUPPLIES REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR DISHWASHING MATERIALS, DISPENSING EQUIPMENT AND SERVICE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. GENERAL SPECIFICATIONS & ITEM SPECIFICATIONS, EIGHT PAGES, DATED AUGUST 2, 2007. 2. PRICING PAGE - VENDOR TO COMPLETE 3. INFORMATION PAGE - VENDOR TO COMPLETE 4. LIST OF CURRENT FACILITIES USING DWASH 5. NO DEBT AFFIDAVIT PREVIOUS ANNUAL PURCHASES AGAINST THE CONTRACT AMOUNT TO APPROXIMATELY \$200,000.00. SUBJECT FIGURE IS SHOWN FOR INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT USAGE. CONTRACTOR SHALL REMOVE ANY PRODUCT ON THIS CONTRACT THAT THE AGENCY HAS RECEIVED AND DETERMINED THAT PRODUCT IS UNSATISFACTORY IN PERFORMANCE AND/OR IS NOT SUITABLE FOR THEIR FACILITY.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
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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.

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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	EXHIBIT 6					
	<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE</p>					

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FOR THE LIFE OF THE CONTRACT.						
ALTERNATE TERMS:						
<input type="checkbox"/> THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.						
<input type="checkbox"/> THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS:						
.....						
.....						
.....						
.....						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						
VENDOR PREFERENCE CERTIFICATE						
<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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<p>() 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</p> <p>() 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

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<p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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</p>						

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<p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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: FILE 42</p> <p>RFQ. NO.: DWASH08</p> <p>BID OPENING DATE: AUGUST 28, 2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						
<p>***** THIS IS THE END OF RFQ DWASH08 ***** TOTAL:</p>						

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General Specifications DWASH08

SCOPE

This contract is to supply dishwashing dispensing equipment and detergent (and other items as detailed on the pricing sheet) to all West Virginia State Agencies and Political Subdivisions.

Vendor shall provide the usage rate for their products and the cost per 10 gallons of water. Usage rate shall be based on eight (8) grains of hardness per gallon of water, unless otherwise noted.

Vendor is to the pricing page sections describing the commodities bid by brand name, unit of measure / packaging, net weight of commodity per case, and the usage rate per 10 gallons of water.

Vendor's products and services will produce a highly effective cleaning of china, plastic, and metalware at the product's usage rates quoted in the bid document.

Vendor shall provide the following items with their bid response:

- A) Manufacturer's recommended product usage rates for medium soil conditions.
- B) Product brochures which describe the product usage.
- C) Material Safety Data Sheets.

Product brochures shall be provided for the products bid. Material safety data sheets shall be provided with the bid.

PACKAGING

The dishmachine detergent shall be packaged in inventory control cartons protected by means of aluminum foil or equal overwrap designed to prevent excessive loss of available chlorine. These cartons shall be packaged in a case with the maximum total weight of approximately sixty (60) pounds.

Rinse additives shall be packaged in the manufacturer's standard unit.

DISPENSING EQUIPMENT

The contractor shall furnish, install and maintain on a loan basis at no cost to the State of West Virginia, proper dispensing equipment as follows:

All continuous belt type dishwashing machines (flight type) two-tank dishwashing machines and single tank conveyor dishwashing machines and single tank conveyor dishwashing machines to be equipped with electronic dishwashing compound dispensers. Electronic dispensers shall also be provided for use with single tank door-type dishwashing machines using 2,000 lbs. or more of dishwashing compound per year. It shall be the responsibility of the contractor to install and service all electronic dispensers requested by the using agencies. However, the using

agencies shall provide suitable water and electrical connections on or adjacent to the dishwashing machines.

All other dishwashing machines shall be equipped with hydraulic (gravity feed type) dishwashing compound dispensers.

In addition, where rinse additives are used, dishwashing machines shall be equipped with a rinse injector. It shall be the responsibility of the contractor to install rinse injectors. However, the using agency shall provide suitable water and electrical connections on or adjacent to the dishwashing machine.

All dispensers and injectors furnished by the contractor shall be first line models such as are in use by other accounts serviced by the contractors and installation shall be made in accordance with accepted engineering practices.

No installation shall create a cross connection of back siphonage into approved water supply.

INSTALLATION OF DISPENSING EQUIPMENT

Immediately upon award of the contract, the contractor shall contact or visit all using agencies to schedule installation of the dispensing equipment.

All equipment furnished by the prior contractor shall remain in service and be properly maintained by the prior contractor until all the prior contractor's compounds remaining in the agencies stocks are consumed or a period of 30 days whichever occurs first. The previous vendor will accept return of merchandise and issue a credit to the agency for stock that would not be compatible with a change in dispensing equipment.

It shall be the responsibility of the new contractor to remove, pack and have available for pick-up all dispensing equipment of the previous contractor. The new contractor shall plug all holes not to be used in installing their own equipment.

The dispensing equipment and installation shall be of such design that the units may be removed at the termination of the contract period without interruption of the service or without additional cost for parts or labor. Successful vendor of this contract shall at the end of the contract period, leave their dispensing equipment at each site to allow the new contractor to install their brand of dispensing equipment; vendor shall allow a minimum of 30 days for such transition period.

Dispensers and injectors shall be of first quality, in good condition, and shall be properly installed.

CONTRACTOR'S SERVICING

At each regular inspection, it shall be the contractor's responsibility to:

- A) Inspect and properly maintain all dispensing equipment whether supplies by the contractor or owned by the State of West Virginia.

- B) Check all dishwashing machines in operation at the agency, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean interior of all machines, dispensers, and mechanical parts and deliming when necessary. The using agency shall provide deliming solvent.
- C) Check solutions for optimum concentration and temperature. Each inspection report will show the water hardness and the percentage of concentration (PPM) of detergent and final rinse additives being dispensed into the dishwashing machine.
- D) Check the facility's Sanitizing Titration Test Kit for completeness as per Sections 4-302.14 and 501.116 of the 1999 Federal Food Code which is incorporated by reference in West Virginia legislative rule, 64SCR17, Food Establishments
- E) Instruct the Institutional Personnel in the proper use of the Sanitizing Titration Test Kit.
- F) Instruct institutional personnel in the proper use of dishwashing machines and dispensing equipment, as well as the materials used therein.
- G) Submit to the business manager of the institution a written service report at the time of each call, listing the service performed and any recommendation for corrective action to be taken by the institution. A copy of each report shall be forwarded to:

Department of Administration
Purchasing Division
ATTN: Jo Ann Adkins
2019 Washington Street East
Charleston, WV 25305-0130

NOTE: Failure of the contractor to submit reports as herein provided and/or failure to provide highly effective cleaning of dinnerware at the usage rate as bid, shall be sufficient cause for cancellation of this contract.

- H) In addition, when requested and within twenty-four (24) hours of such request, the contractor shall make service calls to handle problems requiring attention and correction.

TOXICITY:

The ingredients used in formulating the compounds shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury antimony, or other compounds having deleterious effects. The compounds provided by the Contractor shall meet all safety and health requirements of all applicable government agencies.

FINAL RINSE ADDITIVES:

Drying solution shall be suitable for quick drying of all eating utensils and tableware, (utensils, glassware, china, silverware, plastic dinnerware) without water spotting or towelings. An odorless non-foaming rinse additive containing no alcohol or aromatic solvents, non-toxic, product when mixed into water at 180* degrees F. shall show no settling out and shall give a clear to translucent solution.

SERVICE REPRESENTATIVES:

Vendor service capability will be considered in the awarding of a contract. Each service representative shall have a minimum of one year of experience in the installation, service, and maintenance of this type of equipment.

The successful vendor shall have four service representatives working with the agencies of the State of West Virginia. The service representatives shall live in the general area in which service is to be provided.

Information on the service representatives shall be entered on the "Information Page" attached to this request for quotation.

GENERAL CONDITIONS

- 1) Orders shall be delivered within 14 days after receipt of order. Preferred delivery is 10 days ARO. Delivery greater than 21 days will not be considered. Spending units shall be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Bidders shall enter their delivery information (number of days after receipt of order) on the pricing page.

- 2) All orders from this contract totaling \$200.00 or more shall be delivered FOB: Destination.

All orders less than \$200.00 shall be delivered FOB: Shipping Point. Any transportation costs will be invoiced as a separate charge with the original freight bill attached to the invoice.

- 3) ~~Contractor shall remove any product on this contract that the agency has received and determined the product is unsatisfactory in performance and/or is not suitable for their facility.~~

- 4) All quantities listed in the request for quotation are approximations only, based on estimates supplied by the state spending units. 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.

- 5) The successful vendor shall not substitute any other brand from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
- 6) The Purchasing Division desires to enter into a fixed price contract with the successful vendor. The prices quoted in the vendor(s) quote will not be subject to any increase for the original contract term of one year. Price increases may be considered by the department for subsequent contract terms, if the contract is renewed. If the vendor cannot guarantee firm pricing for subsequent renewals of the contract the vendor shall complete the alternate terms exhibit of this Request for Quotation (see exhibit 6). Failure to take exception to firm pricing will bind vendor to firm prices for life of contract, which includes any renewals.
- 7) Successful vendor is to provide a nine (9) month summary report of procurement volumes by line item and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract. This report shall also contain a list of the facilities using the contract. The report is to be delivered to:

Jo Ann Adkins, Senior Buyer
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130.

ITEM SPECIFICATIONS

Item 1 - DISHWASHER DETERGENT FOR HARD WATER - The compound shall be a highly concentrated detergent which may be a liquid or a solid. The compound shall be a uniform detergent for cleaning glassware, china, plastic, and in spray type washers in water conditions of 8.0 grains of water hardness or more per gallon. Product specifications should be similar to the following:

- * Available chlorine content: .75% minimum by weight.
- * Total alkalinity: 30% minimum to 40% maximum as na o
- * PH of the compound: should not exceed 12.5 in solution.
- * Foaming quality: diluted solution heated to 155 degrees – 165 degrees and shaken vigorously shall show no foam 30 seconds after agitation has stopped.

Item 2 - RINSE ADDITIVE: DISHWASHER, LIQUID – The rinse additive shall be a type which will speed air drying, reduce water spotting and filming, eliminate the need for toweling and enhance the sanitary conditions of eating utensils processed through the dishwashing machine. Product shall be non-corrosive and non-toxic. Product shall be usable in both hard and soft water.

- * PH maximum should not exceed 8.5 for a 1% solution.
- * Product shall cause a complete run-off of water in 20-30 seconds from average ware when removed from 180 degrees F hot water rinse, spray type dishwashing machine.
- * The rinse additive must be biodegradable.

Item 3 - SANITIZER: CHLORINE, POWDER, FOR 3 COMPARTMENT SINK

- * Product shall be an EPA approved sanitizer. Immersion of utensil for at least one minute in a clean solution containing at least 50 parts per million of available chlorine as a hypochlorite and at a temperature of 75* degrees.

Item 4 - DETERGENT: MANUAL DISHWASHING, SOLID -

- * The product shall be a concentrated manual dishwashing detergent for the hand washing of china, plastic and aluminum metal ware used for food service equipment. Product shall perform in water hardness of 8 grains per gallon and should contain no phosphates.

Item 5 - PRE-SOAK: FLATWARE, DINNERWARE -

- * Product shall be biodegradable, non-phosphate, low-foaming, and shall not burn silver or stainless steel dinnerware when used as directed.

Item 6 - Rinse Additive - Product to be a liquid non-foaming biodegradable rinse additive for use with an automatic dispensing unit.

- * The product shall be used directly from the shipping container.
- * This product shall be colored blue so that the liquid level is readily visible in the container and feed hose.
- * The product will promote faster drying, reduce water spotting and filming.
- * The product PH will range from 7.0 - 8.0.
- * The product will effectively accomplish the specified functions when present in the rinse water at concentration range of 50-200 ppm.
- * The product shall not contain alcohol or phosphorus and shall remain stable for up to one year.

Item 7 - PRESOAK - SOLID - Product should be a solid presoak specifically designed for stainless flatware, not for use on silverware or silver-plate.

- * Product is formulated to restore and help maintain luster and shine of stainless flatware.
- * Product should rapidly loosen difficult protein food soils and strip away dulling film, making flatware ready for machine washing.
- * Product should be dispensed by push button controlled dispensing system that will reduce costs by eliminating waste and overuse.

Item 8 - SOLID DISHMACHINE DETERGENT - This product should be a solid, encapsulated, 100% active dishmachine detergent that is highly concentrated for use with an automatic dispensing system.

- * The product shall be dispensed directly from the shipping container.
- * The product shall have a chlorine content to remove staining from ware.
- * The product shall contain a defoamer to control sudsing and be formulated to provide sparkling results in all water conditions.

Item 9 - LIQUID LOW TEMPERATURE MACHINE DETERGENT - Product should be a highly concentrated, automatic, dishmachine detergent formulated to penetrate and strip away stubborn food soils and is effective in all water and soil conditions.

- * Product must also contain water conditioning agents to help reduce spotting and streaking.

Item 10 - HEAVY DUTY DEGREASER – OVEN CLEANER – Product shall be a ready to use, heavy duty, multi-purpose degreaser, able to remove burnt-on grease deposits from kitchen equipment.

- * Product shall be an alkaline cleaning gel capable of clinging to vertical surfaces with no run-off.
- * Product is to be applied by means of a spray gun, which is to be provided and formulated for the easy and quick removal of greases and soils from ovens, grills, ranges, hoods, vents, steamers, fryers and similar surfaces in commercial kitchens.
- * Product is to be safe for use on stainless steel and melamine.
- * Product is to be formulated to eliminate fumes, flashback and misting.
- * Product is to be non-butyl, free of phosphorous, and biodegradable.

Item 11 - AQUOUS ACIDIC CLEANER/DEGREASER/DESCALER – Product is an non-abrasive, liquid, acidic detergent, specifically formulated for deliming and stain removal from metal, glass, ceramic, tile and cement surfaces in soft or hard water.

- * Product formulation shall be compounded of selected acidic materials and organic detergents to product no deleterious effects on foodservice equipment and providing maximum cleaning speed and reduced labor.

Item 12 - DISINFECTANT, GERMICIDAL RINSE – Product to be an EPA registered quaternary ammonium sanitizer, for use as a sanitizing rinse in a three-compartment sink.

- * Free rinsing sanitizer, disinfectant and deodorizer, for sanitizing tables, countertops, cutting boards, meat room equipment, etc.
- * Must be safe for use on soft metals and stainless steel, as well as effective in hard water conditions up to 500 ppm.
- * Product should have a visible blue color to ensure that sanitizer is present in the use solution.

Item 13 - COLD TEMPERATURE CLEANER – Product shall be a non-dilutable liquid freezer cleaner, designed to work effectively in freezers without defrosting.

- * Product should be formulated to be self cleaning and quick drying to allow cleaning operations to be completed efficiently and foods replaced immediately.
- * Product should be non-irritating to skin and have no unpleasant odor.

DWASH08 - Information Page
(To be completed by Bidder)

VENDOR: _____

Contact Information:

Bidders shall complete the following information on the four required service representatives:

Name	Address	Telephone Number	Fax Number

Reference Information:

Bidders must list four current local references:

Company Name	Contact Name	Address	Phone Number

Name (Type or Print)	Signature	Date

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
DUNBAR MIDDLE SCHOOL 325 27TH ST	DUNBAR	WV
JOHN ADAMS MIDDLE SCHOOL 2002 PRESIDENTIAL DR	CHARLESTON	WV
BLACKWATER LODGE REST BLACKWATER STATE PARK	DAVIS	WV
PRUNTYTOWN CORRECTIONAL CTR RR 4, BOX 49A	GRAFTON	WV
BECKLEY WORK RELEASE PINECREST HOSPITAL GRNDS	BECKLEY	WV
WEBSTER COUNTY HIGH SCHOOL 1 HIGHLANDER DR	UPPERGLADE	WV
GLADE ELEMENTARY SCHOOL RT 20	COWEN	WV
WEST VIRGINIA REHAB CTR RT 25	INSTITUTE	WV
HAYES JR HIGH 830 STRAWBERRY RD	BELLE	WV
ELKVIEW MIDDLE SCHOOL 5090 ELK RIVER ROAD	ELKVIEW	WV
EAST BANK JR HIGH RT 61	EAST BANK	WV
DUPONT JR HIGH MAIN ST W & 2ND AVE	BELLE	WV
WEST VIRGINIA NORTHERN COMMUNITY COLLEGE	WHEELING	WV
MARION HEALTH CARE HOSPITAL 401 GUFFEY ST	FAIRMONT	WV
WEST VIRGINIA INDUSTRIAL HOME FOR YOUTH	INDUSTRIAL	WV
HOPMONT ST HOSP-WV RR3, BOX 330	TERRA ALTA	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
LAKIN STATE HOSPITAL #1 BATEMAN CIRCLE	LAKIN	WV
BARBOURSVILLE VETERANS HOME 512 WATER ST	BARBOURSVILLE	WV
WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST	WELCH	WV
PINECREST HOSPITAL 105 S EISENHOWER DR	BECKLEY	WV
ANTHONY CENTER/WW ROUTE 2 NORTH	WHITE SULPHUR	WV
WEST VIRGINIA FFA-FHA CAMP/CEDAR LAKE CONF CTR	RIPLEY	WV
DUNBAR MIDDLE SCHOOL 325 27TH ST	DUNBAR	WV
BRAXTON COUNTY BOARD OF ED 411 N HILL RD	SUTTON	WV
SISSONVILLE ELEMENTARY SCHOOL 8324 SISSONVILLE DRIVE	SISSONVILLE	WV
FAMILY DEVELOPMENT HEADSTART	PARKERSBURG	WV
RICHMOND ELEMENTARY SCHOOL 4620 SPRING HILL AVE	SOUTH CHARLESTON	WV
TYGART LAKE STATE PARK RR 1, BOX 260	GRAFTON	WV
J E ROBBINS ELEMENTARY SCHOOL 915 BEECH AVENUE	CHARLESTON	WV
SISSONVILLE MIDDLE SCHOOL 8316 OLD MILL RD	SISSONVILLE	WV
GEORGE WASHINGTON HIGH SCHOOL 1 EAGLE WAY	CHARLESTON	WV
SISSONVILLE HIGH SCHOOL 6100 SISSONVILLE DRIVE	SISSONVILLE	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
NITRO HIGH SCHOOL 1301 PARK AVE	NITRO	WV
ST ALBANS HIGH SCHOOL 2009 WASHINGTON AVE	SAINT ALBANS	WV
HERBERT HOOVER HIGH SCHOOL 275 ELK RIVER ROAD	CLENDENIN	WV
CAPITAL HIGH SCHOOL 1500 GREENBRIER ST	CHARLESTON	WV
STONEWALL JACKSON JR HIGH 812 PARK AVE	CHARLESTON	WV
BRIDGEVIEW ELEMENTARY CENTER 5100 OHIO ST	SOUTH CHARLESTON	WV
SOUTH CHARLESTON JR HIGH 400 3RD AVE SW	SOUTH CHARLESTON	WV
MCKINLEY JR HIGH 3000 KANAWHA TERRACE	SAINT ALBANS	WV
ANDREW JACKSON JR HIGH 5445 BIG TYLER RD	CHARLESTON	WV
HORACE MANN JR HIGH 4302 MACCORKLE AVE SE	CHARLESTON	WV
ALUM CREEK ELEMENTARY SCHOOL ROUTE 7, BOX 279A	SOUTH CHARLESTON	WV
ST ALBANS ELEMENTARY SCHOOL 2030 HARRISON AVE	SAINT ALBANS	WV
WILLIAM R. SHARPE JR HOSPITAL/DIETARY	WESTON	WV
ANDREWS HEIGHTS ELEMENTARY COAL RIVER RD	TORNADO	WV
DENMAR CORRECTIONAL CTR DENMAR RD	HILLSBORO	WV
RUTHLAWN ELEMENTARY RT 214	SOUTH CHARLESTON	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
NITRO ELEMENTARY 1921 19TH ST	NITRO	WV
CHESAPEAKE ELEMENTARY SCHOOL 13620 MACCORKLE AVE	CHESAPEAKE	WV
SHOALS ELEMENTARY SCHOOL 100 DUTCH ROAD	CHARLESTON	WV
BROOKE HIGH SCHOOL BRUIN DR /RD 3	WELLSBURG	WV
OVERBROOKE ELEMENTARY 218 OAKWOOD RD	CHARLESTON	WV
WEBERWOOD ELEMENTARY SCHOOL 732 GORDON DRIVE	CHARLESTON	WV
BONHAM ELEMENTARY EDENS FORK RD	CHARLESTON	WV
PENDLETON CO SCHOOLS BUS GARAGE	FRANKLIN	WV
HOLZ ELEMENTARY 1505 HAMPTON RD	CHARLESTON	WV
POINT HARMONY ELEMENTARY 5312 BIG TYLER RD	CHARLESTON	WV
ELK ELEMENTARY CENTER 3320 PENNSYLVANIA AVE	CHARLESTON	WV
FLINN ELEMENTARY SCHOOL 2006 MCCLURE PKWY	CHARLESTON	WV
RUFFNER ELEMENTARY SCHOOL 809 LITZ DR	CHARLESTON	WV
MIDLAND TRAIL ELEMENTARY 200 FERRY ST	DIAMOND	WV
SHAWNEE COMMUNITY ED CTR 142 MARSHALL AVE	DUNBAR	WV
CHANDLER ELEMENTARY SCHOOL CAFETERIA	CHARLESTON	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
TYLER MIDDLE SCHOOL 4277 WASHINGTON ST W	CHARLESTON	WV
SHARON DAWES ELEMENTARY SCHOOL	MIAMI	WV
PRATT ELEMENTARY SCHOOL PRATT AVE	PRATT	WV
PINCH ELEMENTARY SCHOOL 300 S PINCH ROAD	ELKVIEW	WV
PIEDMONT ELEMENTARY SCHOOL 203 BRADFORD ST	CHARLESTON	WV
MARY INGLES ELEMENTARY SCHOOL	TAD	WV
MARMET ELEMENTARY SCHOOL 408 94TH STS DR	MARMET	WV
MALDEN ELEMENTARY SCHOOL 4001 SALINES DR.	CHARLESTON	WV
LAKEWOOD ELEMENTARY 2089 LAKEWOOD DR	SAINT ALBANS	WV
KENNA ELEMENTARY SCHOOL 198 EUREKA RD	CHARLESTON	WV
KANAWHA CITY ELEMENTARY SCHOOL 3601 STAUNTON AVENUE SE	CHARLESTON	WV
GRANDVIEW ELEMENTARY SCHOOL 959 WOODWARD DR	CHARLESTON	WV
GLENWOOD ELEMENTARY SCHOOL 810 GRANT ST	CHARLESTON	WV
DUNBAR PRIMARY 2401 MYERS AVE	DUNBAR	WV
CROSS LANES ELEMENTARY SCHOOL 5525 BIG TYLER RD	CHARLESTON	WV
CLENDENIN ELEMENTARY SCHOOL MAYWOOD AVE	CLENDENIN	WV
CHAMBERLAIN ELEMENTARY SCHOOL 4901 VENABLE AVE	CHARLESTON	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
CENTRAL ELEMENTARY SCHOOL 900 HELENE ST	SAINT ALBANS	WV
BRIDGE ELEMENTARY SCHOOL 5120 ELK RIVER ROAD N.	ELKVIEW	WV
BELLE ELEMENTARY SCHOOL 401 E 6TH ST	BELLE	WV
ANNE BAILEY ELEMENTARY SCHOOL 405 WINFIELD RD	SAINT ALBANS	WV
PUBLIC EMPLOYEES DAYCARE 302 JEFFERSON ST	CHARLESTON	WV
ST MARY'S CORRECTIONAL CTR/LY STATE ROUTE 2	SAINT MARY'S	WV
BLACKWATER LDG RESORT BLACKWATER STATE PARK	DAVIS	WV
HUTTONSVILLE CORRECTIONAL CTR/WW RT 250 S	HUTTONSVILLE	WV
MONONGALIA COUNTY BOARD OF ED WAREHOUSE	MORGANTOWN	WV
ST MARY'S CORRECTIONAL CTR/WW STAT RT 2, BOX 383B	SAINT MARY'S	WV
SOUTHWESTERN REGIONAL JAIL EARL RAY TOMBLIN IND PK	HOLDEN	WV
OHIO COUNTY CORRECTIONAL 1501 EOFF ST	WHEELING	WV
EASTERN REGIONAL JAIL 38 GRAPEVINE ROAD	MARTINSBURG	WV
ROANE COUNTY SCHOOLS 813 CAPITOL ST	SPENCER	WV
SHEPHERD COLLEGE/HS-WV RAM'S DEN	SHEPHERDSTOWN	WV
HILLSBORO ELEMENTARY MID SCHOOL GENERAL DELIVERY	HILLSBORO	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
MCNINCH ELEMENTARY SCHOOL 2600 4TH ST	MOUNDSVILLE	WV
WV REGIONAL JAIL/SOUTH CHARLESTON 1001 CENTRE WAY	CHARLESTON	WV
NORTH BEND STATE PARK RESTAURANT	CAIRO	WV
CENTRAL REGIONAL JAIL 300 DAYS DR	SUTTON	WV
JOHN MARSHALL HIGH SCHOOL 1300 WHEELING AVE	GLEN DALE	WV
CEDAR GROVE COMM SCHOOL JOHN ST	CEDAR GROVE	WV
CHARLESTON WORK RELEASE CTR 607 BROOKS ST	CHARLESTON	WV
WEIMER ELEMENTARY SCHOOL 3040 KANAWHA TERRACE	SAINT ALBANS	WV
WATTS ELEMENTARY SCHOOL 230 COSTELLO DR	CHARLESTON	WV
POTOMAC HIGHLAND REGIONAL JAIL 13 DOLIN ST	AUGUSTA	WV
RITCHIE ELEMENTARY SCHOOL 3700 WOOD ST	WHEELING	WV
WHEELING PARK HIGH/KIT 1976 PARK VIEW RD	WHEELING	WV
PRINCETON HIGH SCHOOL 1321 STAFFORD DR	PRINCETON	WV
PUTNAM AGING PROGRAMS 108 LEWIS ST	OAK HILL	WV
UPSHUR CO SCHOOL WHSE RR 6, BOX 513	BUCKHANNON	WV
MARSH WASHINGTON LANDS RR 4, BOX 255	MOUNDSVILLE	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
MARSH LIMESTONE ELEMENTARY RR 1, BOX 245	MOUNDSVILLE	WV
MARSH CAMERON HIGH SCHOOL 61 MAPLE AVE	CAMERON	WV
CAMERON ELEMENTARY 12 CHURCH ST	CAMERON	WV
MARSH SANFORD GRADE SCHOOL 1600 3RD ST	MOUNDSVILLE	WV
MARSH PARK VIEW ELEMENTARY 21 PARK ST	MOUNDSVILLE	WV
MARSH-SHEPPARD JR HIGH 1000 FAIRMONT PIKE	WHEELING	WV
MARSH/MOUNDSVILLE JR HIGH	MOUNDSVILLE	WV
MARSH CENTER 800 MARSHALL ST	MCMECHEN	WV
MARSH GLENDALE ELEMENTARY 407 7TH ST	GLEN DALE	WV
GOVERNOR'S MANSION 1716 KANAWHA BLVD E	CHARLESTON	WV
RIVERSIDE HIGH SCHOOL 1 WARRIOR WAY	BELLE	WV
DRS INSTITUTE PO BOX 1004	INSTITUTE	WV
WV DIV OF HUMAN SVCS WV CHILDREN'S HOME	ELKINS	WV
M MITCHELL/BATEMAN HOSPITAL 1530 NORWAY AVE	HUNTINGTON	WV
PIPESTEM RESORT STATE PARK WV DIV/ NATURAL RESOURCES	PIPESTEM	WV
HUTTONSVILLE CORRECTIONAL CTR RT 250 S, BOX 1	HUTTONSVILLE	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
WV INDUSTRIAL HOME FOR YOUTH 7 INDUSTRIAL BLVD	INDUSTRIAL	WV
WHEELING PARK HIGH/CUL 1976 PARK VIEW RD	WHEELING	WV
HARRISON COUNTY SCHOOL GORE WAREHOUSE	CLARKSBURG	WV
DUNBAR INTERMEDIATE CT 1330 MYERS AVE	DUNBAR	WV
NORTH CENTRAL REGIONAL 1 LOIS LANE	GREENWOOD	WV
HILLTOP CAFÉ @ ABL 210 STATE ROUTE 956	KEYSER	WV
SHERRARD ELEMENTARY RR 3, BOX 505	WHEELING	WV
CENTRAL ELEMENTARY SCHOOL 750 TOMLINSON AVE	MOUNDSVILLE	WV
TAYLOR COUNTY BOARD OF ED 12 ROSE ST	GRAFTON	WV
PRINCETON PRIMARY SCHOOL 219 PRINCETON AVE	PRINCETON	WV
BLUEFIELD INTERM SCHOOL 1301 SOUTHVIEW DR	BLUEFIELD	WV
POTOMAC STATE COLLEGE 100 FORT AVE	KEYSER	WV
JM CHICK BUCK BEE JUV 1 JERRY LN	AUGUSTA	WV
TWIN FALLS RESORT STATE PARK ROUTE 97	MULLENS	WV
SALEM-INTERNATIONAL UN RANDOLPH STUDENT CTR	SALEM	WV
TIGER MORTON JUV CENTER 60 MANFRED HOLLAND WAY	DUNBAR	WV

CURRENT FACILITIES USING DWASH

NAME/ADDRESS	CITY	STATE
WESTERN REGIONAL JAIL 1 O'HAULON PLACE	BARBOURSVILLE	WV
KENNEDY CENTER CASE OF WEST VIRGINIA	BLUEFIELD	WV
DONALD R KUHN JUV CENTER 50 LEARNING LANE	JULIAN	WV
WATOGA STATE PARK HC 82 BOX 252	MARLINGTON	WV
HANCOCK COUNTY WORKSHOP 1100 PENNSYLVANIA AVE	WEIRTON	WV
BARBOUR COUNTY VOTECH CTR RR 4, BOX 268	PHILIPPI	WV
GREENBRIER CO COMMISSION ON AGING 1003 GREENBRIER ST	RUPERT	WV
LAKIN CORRECTIONAL FACILITY 11264 OHIO RIVER RD	WEST COLUMBIA	WV
SAND HILL ELEMENTARY RR 1, BOX 87	DALLAS	WV
HOPEMONT STATE HOSPITAL-HS RR 3, BOX 330	TERRA ALTA	WV
WEST VIRGINIA STATE COLLEGE	INSTITUTE	WV
BLUEFIELD STATE COLLEGE 219 ROCK ST	BLUEFIELD	WV
SOUTHERN REGIONAL JAIL 1200 AIRPORT RD	BEAVER	WV

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - ~~All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.~~

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

*Complete all information - including delivery information.											
Item #	Product	Est. Qty (Cases)	Must be equal to Ecolab:	Brand	Brand Item #	Count Per Case	Case Price:	Gross Weight Per Case	Net Weight Per case	*Usage Ratio for 10 gallons of water (show ounces)	**Treatment cost for 10 Gallons of Water
1	Dishwasher Detergent for Hard Water	1,000	Solid Power Plus								
2	Rinse Additive: Dishwasher, Liquid	350	Jet Dry								
3	Sanitizer: Chlorine, Powder, for 3 Compartment sink	146	Mikro-Chlor								
4	Detergent: Manual Dishwashing, Solid	250	Solitaire								
5	Pre-Soak: Flatware, Dinnerware	100	Silver Power								
6	Rinse Additive: Dishwasher, Liquid	50	Jet Dry								
7	Presoak - Solid	75	Solid Silver Power								
8	Solid Dishwasher Detergent	100	Solid Power								
9	Liquid Low Temperature Machine Detergent	100	Ultra Klene								
10	Heavy Duty Degreaser Oven Cleaner Aqueous Acidic	75	Greasestrip Plus								
11	Cleaner/Delimer/Descaler	50	12021 Limeaway								
12	Disinfectant, Germicidal Rinse	75	Ster Bac Clu								
13	Cold Temperature Cleaner	100	Kool Klene								

*Based on water hardness of eight (8) grains per gallon.

**Based on water hardness of eight (8) grains per gallon. Treatment cost for 10 gallons as per manufacturer's specification (must include manufacturing information supporting this cost).

Note: Delivery will be made within _____ days after receipt of order.

NOTE: If you would like to receive this form electronically,

Email your request to loadkins@wvadmin.gov

I, _____ representing _____ (Company Name)
(Print Name)

hereby certify that all products bid meet and comply with all specifications.

Signature

Title

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 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: _____