



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
LBS80433

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED 12/12/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/31/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		988-15		
<p>***** MANDATORY PRE-BID MEETING SCHEDULED FOR 1/10/2008 AT 10:00 AM IN THE FACILITIES CONFERENCE ROOM AT THE OFFICE OF LABORATORY SERVICES, 167-ELEVENTH AVENUE, SOUTH CHARLESTON, WEST VIRGINIA 25303. ***** BID BOND REQUIRED WITH BID SUBMISSION. *****</p> <p>INSTALLATION OF NEW FENCE AND GATES</p> <p>VENDOR TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO PROVIDE AND INSTALL A SECURITY FENCE TO CONTROL ACCESS TO THE GROUNDS AND FACILITIES LOCATED AT 167 11TH AVENUE, SOUTH CHARLESTON, WV 25303.</p> <p>VENDOR IS RESPONSIBLE FOR ALL MEASUREMENTS. THERE IS APPROXIMATLY 1970 FEET OF 8 FOOT FENCING.</p> <p>SEE ATTACHED SPECIFICATIONS AND DRAWINGS.</p> <p>MANDATORY VENDOR PREBID MEETING SHALL BE HELD AT 10:00 AM ON JAN. 10, 2008 IN THE FACILITIES CONFERENCE ROOM. ALL BIDDERS MUST BE PRESENT AT THIS MEETING IN ORDER TO BE CONSIDERED FOR AWARD.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF</p>						

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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<p>BUSINESS ON JANUARY 11, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE APPROVAL OF THE SHOP DRAWINGS 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>						

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<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>THE SUCCESSFUL VENDOR.</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</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>						

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<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 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>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</p>						

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	DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY 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					

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COMPANY						
DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME:						
CONTRACTORS LICENSE NO.:						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN						

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<p>THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----ROBERTA WAGNER/FILE 22-----</p>						

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				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----		
				***** THIS IS THE END OF RFQ LBS80433 ***** TOTAL:		

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**REQUEST FOR QUOTATION
LBS80433**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish all labor, materials, tools and equipment necessary to provide and complete all security fencing installation as shown on the drawings, schedules, and as specified herein.

- B. Related Work Specified Elsewhere:
 - 1 - Earthwork
 - 2 - Cast-In-Place Concrete
 - 3 - Wire and Conduit
 - 4 - Hydraulic Gate Operators

1.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification. The publications are referred to in the text by the basic designation only. Vendor must provide materials that meet or exceed the standards consistent manufacturing and installation standards under American Society for Testing and Materials (ASTM).
 - 1 - American Society for Testing and Materials (ASTM)
 - ASTM A153-82 (1987) Specification for Zinc Coating (Hot-Dip) On Iron and Steel Hardware
 - ASTM A392-89 Zinc-Coated Steel Chain-Link Fence Fabric
 - ASTM A491-89 Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
 - ASTM F1043 Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses
 - ASTM A446-89 Specification for Steel, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
 - ASTM A824-86 Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain-Link Fence
 - ASTM B117-90 Method of Salt Spray (Fog Testing)
 - ASTM F567-84 Practice for Installation of Chain-Link Fence
 - ASTM A121-86 Zinc-Coated (Galvanized) Steel Barb Wire
 - ASTM C150-86 Specification for Portland Cement
 - ASTM C33-86 Specification for Concrete Aggregates

LBS80433 Security Fence

- B. Vendor must provide materials that meet or exceed the standards consistent manufacturing and installation standards under Federal Specifications (FS RR-F-19)

FS RR-F-191

General.. fencing, wire and post, metal (and gates, chain-link fence fabric and accessories)

1.3 QUALITY ASSURANCE

- A. Vendor must provide fencing and gates as complete units including all necessary erection accessories, fittings and fastenings.
- B. Vendor must provide fencing and gates bearing the trademark of the “Chain Link Fence Manufacturer’s Institute ”
- C. Vendor must provide a minimum of three references of equivalent installations and documentation to support five years of installation experience for the fencing installer.

1.4 SUBMITTALS

- A. Vendor must provide product data that includes the manufacturer’s technical data and installation instructions for fencing (fabric and framing), gates and accessories. This must include recommendations for proper storage and handling of materials
- B. Vendor must provide certification signed by the manufacturer that all products supplied on this project comply with the specifications.
- C. Vendor must submit shop drawings showing plan(s), elevations and all details for construction of security fencing. This must include details of gates, posts, rails, frames, post tops, support arms, tension wires, bands and bars, bracing, ties, clips, razor ribbon, spacing, and installation.
- D. Documentation of installers experience: Submit references on three equivalent installations. Include names and phone numbers of references.

1.5 COORDINATION, DELIVERY, STORAGE AND HANDLING

- A. Vendor must deliver material to the site in an undamaged condition. Vendor must carefully store material off the ground to provide proper protection against oxidation.

LBS80433 Security Fence

- B. Vendor shall take care when handling material, not to damage framing or fabric in any way. Any damaged material including, but not limited to, deformed fabric shall be rejected by the agency and removed from the site, by the vendor.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Manufacturers: Subject to compliance with these specifications, provide products of one of the following manufactures or equal:

- 1 - Galvanized Steel Framing and Fabric

- a. Anchor Fence, Inc., Baltimore, MD
- b. Southeastern Wire, Tampa, FL
- c. Allied Tube and Conduit Fence Division, Harvey, IL

- 2 - Barbed Tape

- a. Allied Tube and Conduit Fence Division, Harvey, IL
- b. Michael Industries, Newark, OH

- B. Used, rerolled or regalvanized materials are not acceptable.
- C. Dimension indicated for pipe, roll-formed and H-sections are outside dimensions, exclusive of coatings.

FENCING FABRIC

- D. Vendor shall provide Steel Fabric: No. 9 ga. (0.148" ± 0.005") steel wires, 2" mesh, with top selvage knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. The bottom of sliding gate fabric shall be knuckled, the top twisted and barbed. Swing gate fabric shall be knuckled. The intermediate horizontal joining of fabric for the 14-foot fence shall be knuckled. Completed fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds of breaking strength.

- 1 - Vendor must furnish one-piece fabric widths for fencing up to 12'-6" high.
 - a. Vendor must furnish fabric finish that is Galvanized, ASTM A392, Class I, with not less than 1.2 oz. zinc per sq. ft. of surface.

FRAMING AND ACCESSORIES

E. Steel Framework, General: Shall conform to Federal Specification RR-F-191, fence, posts, gates and accessories, except as herein modified. All posts, rails and braces shall conform to FS RR-F-191/3C, Class 1, Grade A or Grade B and the requirements specified herein. Steel pipe, Grade A, heavy wall, round, shall be produced to conform to ASTM A53 standard weight (Schedule 40), except the hydrostatic testing requirement is waived, and shall have a minimum of 2 ounces of zinc coating per square foot. Steel pipe, Grade B, light wall, round, shall be manufactured by Cold-Rolling High Frequency Welding process. The steel shall conform to ASTM A446 Grade D. The exterior surface shall be given a hot-dipped zinc coating of 1.0 ± 0.15 ounce per square foot followed by a chromate conversion coating and 0.5 ± 0.2 mil of clear acrylic. The interior surface shall have hot-dipped zinc coating of 1.0 ± 0.10 ounces per square foot followed by a chromate conversion coating. The product of the yield strength and the section modulus shall not be less than that of pipe conforming to ASTM A53. Standard post lengths or setting in ground or in concrete shall be as required for conditions shown.

- 1 - Framework Performance Test: Pipe and tubing shall meet the following performance criteria when subjected to salt spray testing in accordance with ASTM B117:
 - a. Exterior: 1,000 hours with maximum 5 percent red rust.
 - b. Interior: 650 hours with maximum 5 percent red rust.

2 - All accessories shall be hot-dip galvanized in accordance with ASTM A153.

F. Vendor must provide line posts that shall be spaced 10' O.C. maximum, unless otherwise indicated, of following minimum sizes and weights.

- 1 - Must be up to 8' fabric height, 2.375" O.D. steel pipe, 3.65 lbs. per lin. ft. (Schedule 40) or 2.25" x 1.875" H-sections, 2.64 lbs. per lin. ft. or Grade B steel tubing, 2.375 O.D., 3.12 lbs. per lin. ft.
- 2 - Must be over 8' fabric height, 2.875" O.D. steel pipe, 5.79 lbs. per lin. ft. (Schedule 40) or 2.25" x 1.875" H-sections, 3.26 lbs. per lin. ft. or Grade B steel tubing, 2.87 O.D., 4.64 lbs. per lin. ft.

G. Vendor shall provide gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1 -	<u>Leaf Width</u>	<u>Gate Post</u>	<u>Lbs./lin. ft</u>
	Up to 12'	4,000" O.D. pipe	9.11 (Type 1) or 6.56 (Type 2)

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Over 12' to 18'	6.625" O.D. pipe	18.97
Over 18'	8.625" O.D. pipe	28.55

- H. Vendor shall provide the manufacturer's longest lengths rails (top, intermediate and bottom) with expansion type couplings, approximately 6" long, for each joint. Vendor must provide the means for attaching top rail securely to each gate, corner, pull and end post.
- 1 - 1.66" O.D. pipe, 2.27 lbs. per ft. or 1.625" x 1.25" roll-formed sections. 1.35 lbs. per ft. or Grade B steel tubing: 1.660 O.D., 1.82 lbs. per lin. ft.
 - 2 - Rails for the intermediate and bottom locations shall be connected to the line and terminal post using boulevard bands. Attachment bolts for bands shall be 5/16 inches x 1-1/2 inch carriage bolts with nuts. Each bolt shall be peened after being installed.
- I. Vendor shall provide post tops that shall be pressed steel, or malleable iron, designed as a weather tight closure cap for posts. Provide one cap with loop to receive tension wire or top rail for each post, unless equal protection is afforded by combination top cap and barbed wire supporting arm where barbed wire or barbed tape is required.
- J. Vendor shall provide tension wire that shall be seven gauge, Class III, hard-tempered carbon steel hot dip galvanized (ASTM A824). Vendor shall provide hog rings for attaching the wire to the fabric that shall be installed at intervals not exceeding 24 inches.
- K. Vendor shall provide wire ties made of nine gauge steel to match fabric core material.
- L. Vendor shall provide post brace assembly utilizing the manufacturer's standard galvanized adjustable turnbuckle at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. The vendor shall use the same materials as top rail for brace, and truss to line posts with 0.375" diameter rod and galvanized adjustable turnbuckle.
- M. Vendor shall provide stretcher bars in one-piece lengths equal to full height of fabric with minimum cross-section of 3/16" x 3/4". Vendor shall provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- N. Vendor shall provide stretcher bar bands that shall be heavy-pressed steel, 3/4" x 1/10" nominal to secure tension bars to tubular end, corner, pull, gate posts and embedded angles. Vendor shall provide space bar bands not more than 15 inches on center.

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- O. Vendor shall provide post braces that shall be of the same material as the rails and shall extend from the terminal, corner or pull post to the first adjacent line post. Braces shall be securely fastened to the posts by heavy-pressed steel and malleable fittings, then securely trussed from line post to base of terminal post with a 3/8" truss rod equipped with an adjustable galvanized turnbuckle.
- P. Vendor shall provide fittings that are malleable steel, cast iron or pressed steel, stretcher bars and clamps, clips, tension rod, brace rod, hardware, fabric bands and fastenings, and all accessories.
- Q. Vendor shall provide concrete consisting of Portland Cement or equal, ASTM C150, aggregates ASTM C33, and clean water. The vendor shall mix materials to obtain concrete with a minimum 28-day compressive strength of 2500 psi using at least four sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

2.2 GATES

- A. Vendor shall provide gates that shall be swing or sliding as indicated on the drawings, complete with latches, stops, keepers and hinges [or rollers and roller tracks].
- B. Gate Sizes:
 - 1 - Vendor shall provide swing gate frames at the height of up to 6'-0" high and leaf width 8'-0" or less.
 - a. Vendor shall provide pipe that is 1.660" O.D, 2.27 lb per lin. ft., Schedule 40.
 - b. Vendor shall provide Grade B Steel Tubing that is 1.660" O.D, 1.84 lb. per lin. ft.
 - 2 - Vendor shall provide swing gate frames at the height of 6'-0" to 12'-0" or leaf width exceeding 8'-0":
 - a. Vendor shall provide pipe that is 1.90" O.D, 2.72 lb. per lin. ft., Schedule 40.
 - b. Vendor shall provide Grade B Steel Tubing that is 1.90" O.D, 2.28 lb. per lin. ft.
 - 3 - Vendor shall provide swing gate frames at the height of 12'-1" to 16'-0".
 - a. Vendor shall provide pipe that is 2.375" OD, 3.65 lb. per lin. ft., Schedule 40.
- C. Vendor shall provide gate frames that are assembled by welding or with special steel fitting and rivets for rigid connections. Vendor shall install mid-height horizontal rails on all gates over 10-foot high. When width of gate exceeds 10

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- feet, vendor shall install mid-distance vertical tubing of the same size and weight as frame members. Vendor shall provide truss rods as cross bracing to prevent sag or twist. All welded connections shall be painted with three coats of zinc rich paint.
- D. Vendor shall provide gate fabric that shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 12 inches. This fabric shall be secured to frame with tension bars, tension bands and 9-gauge steel wire.
- E. Vendor shall provide gate accessories that shall be hot-dip galvanized with zinc coating of no less than 2 ounces of zinc per square foot. Gate latches, stops, and keepers shall be provided as appropriate for all gates. Latches shall have a plunger-bar or center drop rod of full gate height arranged to engage the center stop, except that for single leaf gates, gate latch shall be a forked gravity drop bar with positive locking features. Latches shall be arranged for locking to accept a padlock furnished by the Owner. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger-bar of the latch of double gates. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position. Gates and posts shall be modified as required to receive hardware including locking and operating mechanisms including gate operators specified in a separate Division 2 Section.
- F. Vendor shall provide gate hinges that shall be security type of adequate heavy duty strength for gate and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.
- 1 - Vendor shall provide hinges that shall be a non-lift-off type, offset to permit 180E swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
- G. Vendor shall provide all modifications to key access ports that shall be installed where required for hardware access.
- H. Vendor shall provide double leaf gates at the size and configuration as indicated. Vendor shall provide gate stops for all double gates, consisting of mushroom type or flush plate with anchors that are set in concrete to engage the center drop rod or plunger bar. Vendor shall provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves where padlocks are called for

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PART 3 - EXECUTION

3.1 INSTALLATION

- A. Installation of fencing shall meet the requirements of ASTM F567. Vendor shall erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction. Fence shall be erected in accordance with these Specifications and manufacturer's recommendations as approved in the shop drawings.
- B. Vendor shall not begin installation and erection before final grading is completed, unless otherwise permitted.
- C. Vendor shall provide excavation as follows: The vendor shall drill or hand excavate grade beams and holes for posts to dimensions and spacings indicated. Excavation is to be in firm, undisturbed or compacted soil. Vendor shall use post hole digger for posts.
 - 1 - If not indicated on drawings, vendor shall excavate holes for each post to minimum diameters as recommended by fence manufacturer, but not less than four times the largest cross-section of the post.
 - 2 - Unless otherwise indicated, vendor shall excavate hole depths approximately 3" lower than post bottom, with bottom of posts set not less than 36" below finish grade surface.
 - 3 - Vendor shall set posts in rock by drilling holes into solid rock 1" wider than pipe diameter, 18" deep for end, pull, corner and gate posts; 12" deep for line posts. Vendor shall set posts into holes and fill annular space with non-shrink grout.
- D. Vendor shall set center and align posts in holes 3" above bottom of excavation.
 - 1 - Vendor shall place concrete around posts and vibrate or tamp for consolidation. Vendor shall check each post for vertical and top alignment, and hold in position during placement and finishing operations.
 - a. Unless otherwise indicated, vendor shall extend concrete footings 2" above grade and trowel to a crown to shed water.
 - b. The top surface of the grade beam shall have a crown watershed finish, unless otherwise shown on the Drawings or unless field conditions require sloping in one direction in order not to trap water runoff.
 - 2 - Vendor shall provide corner or pull posts for any change in direction of

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- 15E or more and for any abrupt change in grade, with bracing in both directions. All posts, including line posts and terminal posts, shall be installed such that if a 40-pound force is applied perpendicular to the fence line at the top of the post, the post will deflect not more than 2" at the top.
- 3 - Vendor shall mechanically fasten post tops to posts as they are being installed to prevent rain water from collecting in posts during installation.
- E. Vendor shall provide top rails that run continuously through post caps, bending to radius for curved runs. Vendor shall provide expansion couplings as recommended by fencing manufacturer.
- F. Vendor shall install brace assemblies so posts are plumb when diagonal rod is under proper tension
- G. Vendor shall install tension wires through post cap loops, if top rails are not indicated, before stretching fabric and tie to each post cap with not less than 6-gauge galvanized wire. Vendor shall fasten fabric to tension wire using 11-gauge galvanized steel hog rings spaced 24" o.c.
- H. Fence Fabric:
- 1 - When handling and installing fabric, vendor shall support and brace as required to prevent deformation or any other damage of chain links.
- 2 - Vendor shall fasten chain-link fabric to end posts with tension (stretcher) bars and tension (stretcher) bar bands at spacing herein specified. Fabric shall be installed such that it will pass the fabric tension test herein specified. Vendor shall pull fabric taut and secure to top tension wire.
- 3 - Fence fabric shall be secured to all rails and posts that are not terminal posts with wire ties at spacing herein specified. Tie down wire shall be woven through the fence fabric, completely around the rail, and wire shall be twisted securely with three twists on the rail side of the fence. The tails of the wire shall be cut off to preclude untwisting by hand. Twist shall be on non-secure side of fence. Vendor shall secure fabric to posts using integral fastening loops at end, corner and gate posts for full length of each post
- I. Vendor shall provide stretch bars that thread through or clamp to fabric 4" O.C., and secure to posts with metal bands spaced 15" O.C.
- J. After installation, vendor shall make sure all threaded connectors and accessories shall be peened or tack welded.

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- K. Vendor shall install gates plumb, level and secure for full opening without interference. Vendor shall install ground-set items in concrete for anchorage and adjust for smooth operation and lubricate where necessary. The maximum clearance between the bottom of the gate in closed position and ground shall be 3".
- L. Vendor shall provide tie wires as follows: Vendor shall use U-shaped wire, conforming to diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least three full turns. Vendor shall bend ends of wire to minimize hazard to persons or clothing.
- 1 - Vendor shall tie fabric to line posts - wire ties at 12" O.C.
 - 2 - Vendor shall tie fabric to rails and braces - wire ties at 24" O.C.
 - 3 - Vendor shall tie fabric to tension wires - hog staples at 24" O.C maximum
 - 4 - Vendor shall tie fabric to fabric horizontally - hog staples at 15" O.C. maximum.
- M. Vendor shall provide all fasteners. Vendor shall install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Vendor shall peen ends of bolts or score threads to prevent removal of nuts.
- N. Vendor shall brace terminal posts with intermediate horizontal rails at midpoint above grade and secure diagonal braces to the terminal post and adjacent line post, or its footing, at maximum of 50E angle between the diagonal brace and grade.

3.2 QUALITY CONTROL

- A. Gate Demonstration: Vendor shall schedule demonstration of proper operation of gates and locks with the Owner. Vendor shall assure that all responsible parties are in attendance.
- B. Vendor shall provide testing of fence fabric. Each fence panel shall be constructed such that it will pass the following test. Deflection of fence fabric shall be no greater than 2" when a force of 30 pounds is applied in the center of the panel, perpendicular to the plane of the fence fabric. Fabric shall return to original position when force is released. At the discretion of Owner, fence testing may occur at any time after the fence has been installed and again at substantial completion.

3.3 FINAL CLEAN-UP

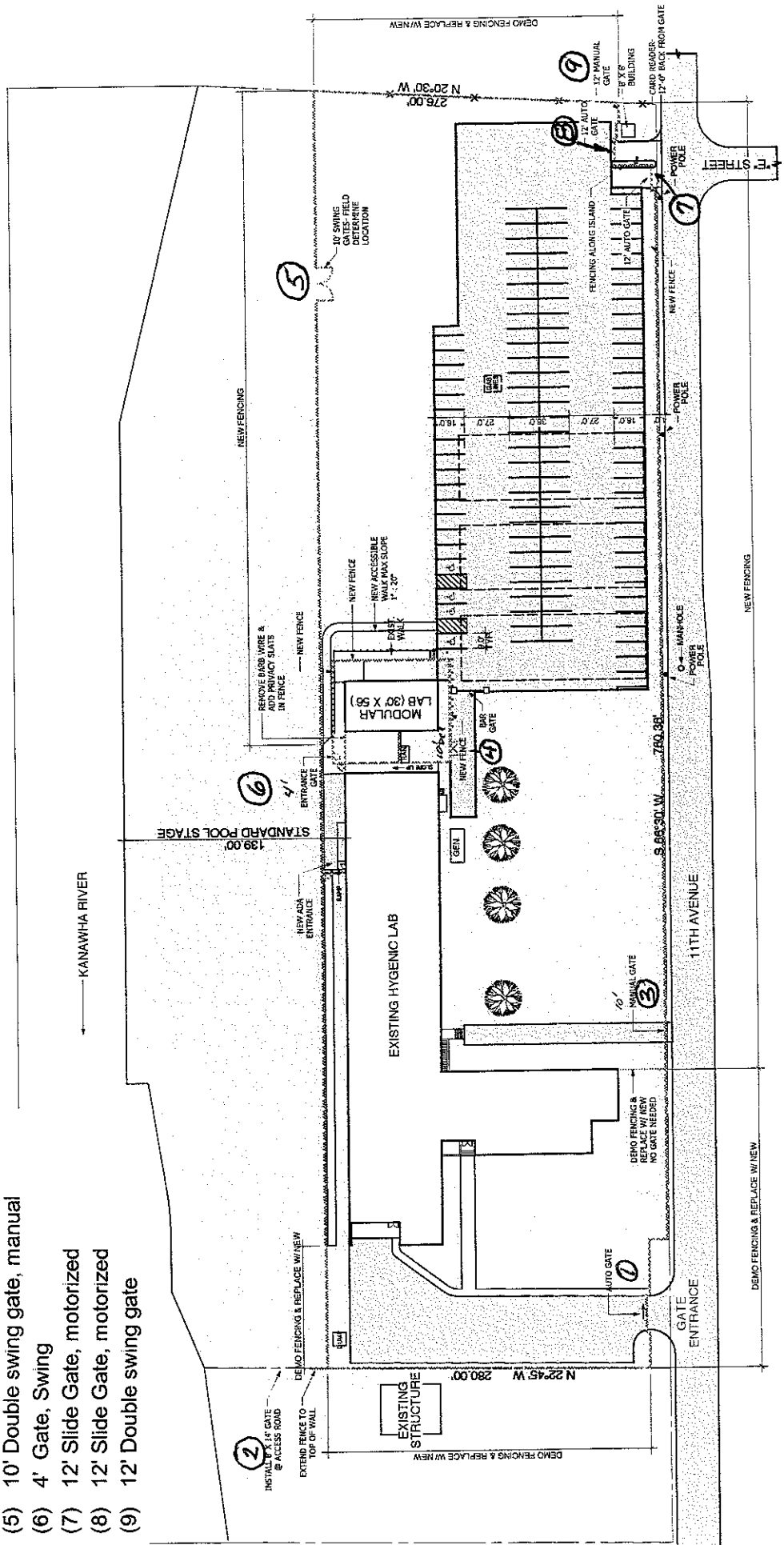
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- A. Vendor will remove surplus materials from the site.
- B. Vendor will clean up work area of all debris upon completion of the work.

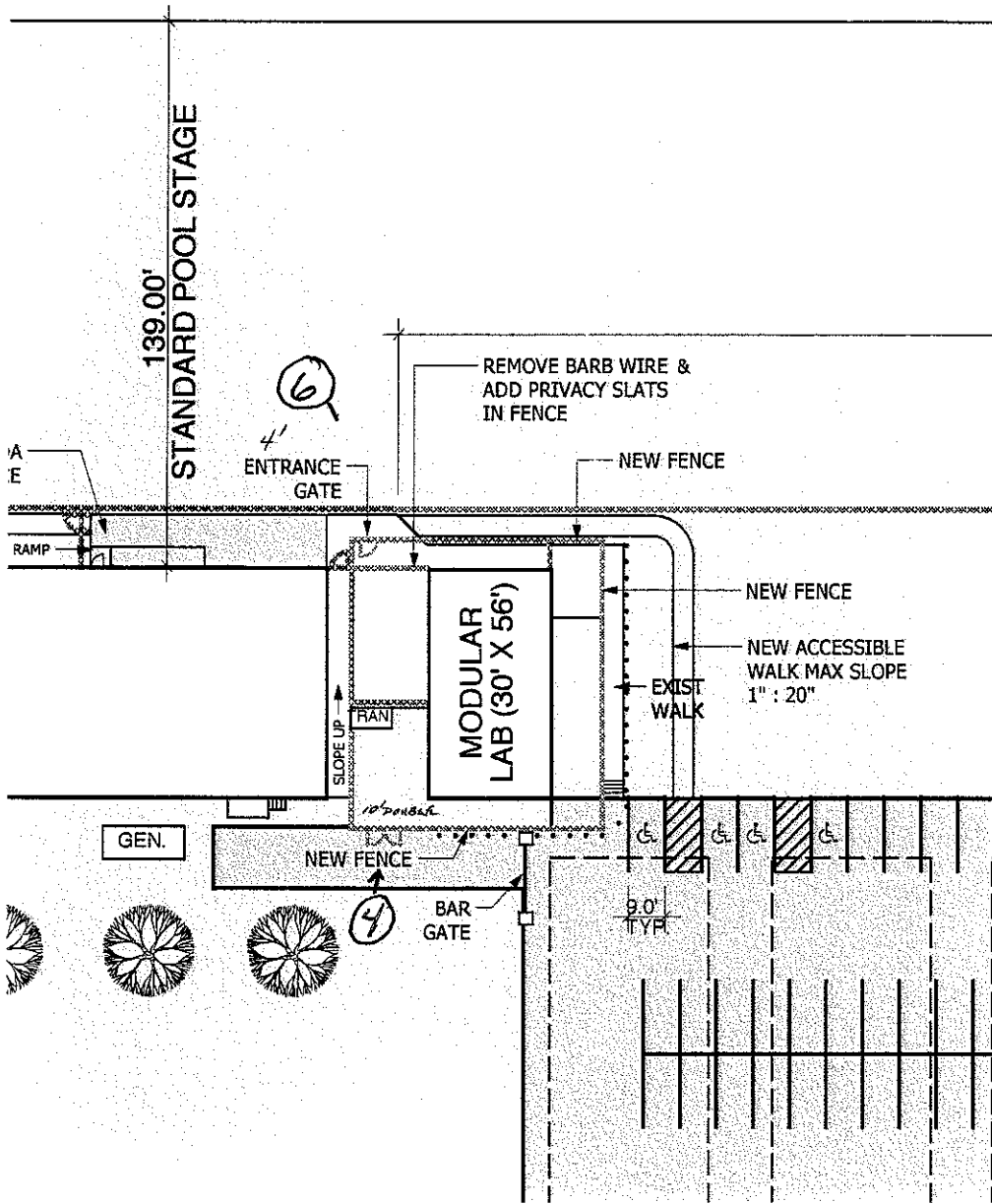
4.0 PAYMENT

Vendor will be paid upon acceptance of the completed installation

- (1) 22' Slide Gate, motorized
- (2) 14' Double swing gate, manual
- (3) 10' Double swing gate, manual
- (4) 10' Double swing gate, manual
- (5) 10' Double swing gate, manual
- (6) 4' Gate, Swing
- (7) 12' Slide Gate, motorized
- (8) 12' Slide Gate, motorized
- (9) 12' Double swing gate



RIVER



BID BOND

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)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (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
 - (W) Signature of Attorney in Fact of the
Surety
- NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this 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

(U)
Surety Corporate Seal

_____ (V)
(Name of Surety)

_____ (W)
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached

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 exceeds 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: _____