



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 |
| ARE103004  |

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| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL<br>304-558-2596         |

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 JOBSITE  
 SEE SPECIFICATIONS

|              |               |          |       |               |
|--------------|---------------|----------|-------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
| 08/27/2009   |               |          |       |               |

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| ROLLER SHADES FOR 10TH FLOOR BLDG. #5<br><br>REQUEST FOR QUOTATION (RFQ)<br><br>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REAL ESTATE, IS SOLICITING BIDS TO PROVIDE ROLLER SHADES FOR THE 10TH FLOOR OF BUILDING #5 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS AND DRAWING DATED 08/24/2009 BY ZMM, INC.<br><br>A MANDATORY PRE-BID WILL BE HELD ON 09/09/2009 AT 10:00 AM IN BUILDING #5. VENDORS ARE ASKED TO ASSEMBLE IN THE LOBBY OF THE BUILDING. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.<br><br>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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



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**ARE103004**

PAGE  
**2**

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

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

**DEPARTMENT OF ADMINISTRATION  
 JOBSITE  
 SEE SPECIFICATIONS**

VENDOR

SHIP TO

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 08/27/2009   |               |          |     |               |

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| <p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IN 09/11/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PAGE  
**3**

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**DEPARTMENT OF ADMINISTRATION  
 JOBSITE  
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VENDOR

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| <p>LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p> |          |     |          |             |            |        |

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PAGE  
**4**

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| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>( ) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION</p> |          |     |        |             |            |        |

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PAGE  
**6**

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VENDOR

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| <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> |          |     |        |             |            |        |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |           |                                   |  |
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PAGE  
**7**

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|      |          |     |          | <b>CONTRACTORS LICENSE</b>  |            |        |
|      |          |     |          | 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  |            |        |
|      |          |     |          | <b>APPLICABLE LAW</b>   |            |        |
|      |          |     |          | THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.  |            |        |
|      |          |     |          | ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS   |            |        |

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|      |
|------|
| PAGE |
| 8    |

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| <p>DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: ARE103004</p> <p>BID OPENING DATE: 09/22/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p> |          |     |        |             |            |        |

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|      |
|------|
| PAGE |
| 9    |

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| <p>TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ ARE103004 ***** TOTAL:</p> |          |     |        |             |            |        |

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# CONTENTS

| <i>Document</i>                  | <i>Description</i>             | <i>Pages</i> | <i>Date</i> |
|----------------------------------|--------------------------------|--------------|-------------|
| 00300                            | RFQ .....                      | 3            |             |
|                                  | Bid Form.....                  | 2            | 08/24/09    |
| <b>Division 10 - Specialties</b> |                                |              |             |
| 12494                            | Roller Shades.....             | 4            | 12/09/08    |
| <b>DRAWINGS:</b>                 |                                |              |             |
| FA1-1                            | Tenth Level Signage Floor Plan |              | 08/24/09    |

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**END OF CONTENTS**

## REQUEST FOR QUOTATION – ROLLER SHADES

### **1. GENERAL INFORMATION:**

- 1.1 The Real Estate Division is requesting a monetary quote for the products listed herein. All vendors are encouraged to review attached Section 12494 for product information. Do not bid fewer items even if the items bid will not physically fit on the provided floor plan.
- 1.2 All work shall be in compliance with National Electric Code, State Fire Marshall's Office (NFPA 101), applicable building codes, and any other governing agency as well as meeting industry standards.
- 1.3 This shall be a turn-key job and everything required for a total complete installation and approved operation shall be included in the original bid.

### **2. BASE BIDS:**

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and being familiar with all local conditions affecting the project hereby propose to furnish all material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the Real Estate Division in writing, of conditions detrimental to performing the scope of work. Do not proceed until nonconforming conditions have been corrected.

### **3. SCOPE OF WORK:**

- 3.1 The objective of this quotation is to obtain a turnkey installation of new Roller Shades for State Office Building # 5, 10<sup>th</sup> Floor (Office of Technology).
- 3.2 Roller Shade provider will be responsible for providing the signage indicated on the attached plan, and specified in the attached section:
  - Section 12494 Roller Shades

### **4. INSPECTION:**

- 4.1 Roller Shade provider shall inspect product prior to shipment to verify proper construction. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with the requirement.

**5. SHOP DRAWINGS:**

- 5.1 Roller Shade provider shall provide shop drawings to owner for approval specifying methods and products for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

**6. TEMPORARY FACILITIES:**

- 6.1 Roller Shade provider will assure himself that the electrical system is adequate for his requirements or will supply addition temporary electrical power at his own expense. Roller Shade provider shall provide safety barriers around work area as required by OSHA.

**7. COORDINATION OF WORK:**

- 7.1 Roller Shade provider shall coordinate with the Real Estate Division project manager for the proper relation of the work to the building, and any other contractors that may be.

**8. WARRANTY: (GUARANTEE)**

- 8.1 Roller Shade provider warrants to the Real Estate Division all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

**9. PERMITS:**

- 9.1 The Roller Shade provider shall secure and pay for the building permit and for all other permits, governmental fees and licenses, which are necessary for the proper execution and completion of the work specified.

**10. CLEAN UP:**

- 10.1 The contractor shall take all necessary precautions to protect the interior of the building from debris, dust any residue resulting from work.
- 10.2 The contractor shall keep the work area as clean as possible during the entire process, and shall be responsible to remove from the site, the packaging material from his product and other debris as it accumulates.

**11. WAGE RATES:**

- 11.1 Prevailing Wages shall be paid as indicate on the Secretary of State's website, [www.wvsos.com/adlaw/wagerates/building09.htm](http://www.wvsos.com/adlaw/wagerates/building09.htm).

**12. PROGRESS PAYMENTS:**

- 12.1 Due to the scope of the project, one payment will be made at 100% completion, upon acceptance by the Real Estate Division.

- 12.2 The Roller Shade provider shall submit to the Real Estate Division, one original invoice for payment, supported by such data substantiating the contractor's right to payment under the terms of this contract. After agreement by both parties, the Real Estate Division shall make payment.
- 12.3 Application for payment shall be submitted to the Real Estate Division for work completed and approved by the Real Estate Division. The Department reserves the right to refuse payment in the event the completed work is not commensurate with the amount shown on the Application for Payment or if the completed work is not in accordance with Section 1.2 or industry standards or sub-standard in any way.

### **13. TERM OF WORK:**

- 13.1 The time frame is sixty (60) days following the issuance of a notice to proceed.

### **14. DELAYS AND EXTENSION OF TIME:**

- 14.1 If the Roller Shade provider is delayed at any time in the progress of the work by any act or neglect of the Real Estate Division or by any employee of the Real Estate Division, or by any separate contractor employed by the Real Estate Division, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Real Estate Division determines may justify the delay, then the contract time may be extended by written approval of the Real Estate Division.

### **15. TOOLS AND EQUIPMENT STORAGE:**

- 15.1 The Roller Shade provider is responsible for his tools, equipment, and materials.

### **16. SAFETY EQUIPMENT:**

- 16.1 Roller Shade provider shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials on the building or at times as required by OSHA.

### **17. DAMAGES:**

- 17.1 Any damages occurring to the building or property resulting from the performance of this work shall be the responsibility of the signage provider to repair at his expense, either by using his own forces or that of a sub-contractor. The repair method and finished product will be subject to the approval of the Real Estate Division.

### **18. SCHEDULE OF BID RESPONSES:**

- 18.1 Bidders shall submit one lump sum bid for all work and equipment under all the terms and conditions as described herein on the attached bid form.
- 18.2 Successful bidder shall submit full warranty information. The warranty information shall minimally contain the product warranty and labor warranty product.

# BID FORM

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DATED: \_\_\_\_\_  
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV \_\_\_\_\_

SUBMITTED TO: State of West Virginia  
 Finance and Administration  
 Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including the Request for Quotations, Drawing, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**ROLLER SHADES FOR  
 RENOVATIONS TO STATE OFFICE BUILDING NO. 5 - 10<sup>TH</sup> FLOOR  
 WEST VIRGINIA CAPITAL COMPLEX  
 CHARLESTON, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

**BASE BID:**

For the sum of: \_\_\_\_\_  
 \_\_\_\_\_ (\$ \_\_\_\_\_).

**BID INFORMATION:**

Provide the total cost of all Roller Shades as shown on the Drawing and as specified.

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy no later than sixty (60) day following the Notice to Proceed.

The Bidder must coordinate actual delivery and installation times and dates with the Owner.

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

\_\_\_\_\_  
 \_\_\_\_\_

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, pay all fees, except those specifically excluded and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The bidder hereby agrees to commence work under this contract on or before a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and achieve FINAL COMPLETION of the entire project within the time period indicated above.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto.

The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over other bidders.

**SIGNATURE OF BIDDER:**

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**END OF BID FORM**



## SECTION 12494 - ROLLER SHADES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes roller shades to be provided and installed for all openings as indicated on drawings.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions.
- B. Shop Drawings: Show location and extent of roller shades. Include elevations, sections, details, and dimensions not shown in Product Data. Show installation details, mountings, attachments to other work, operational clearances, and relationship to adjoining work.
- C. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
1. Ceiling suspension system members and attachment to building structure.
  2. Ceiling-mounted or penetrating items including light fixtures, air outlets and inlets, speakers, sprinklers, recessed shades, and special moldings at walls, column penetrations, and other junctures of acoustical ceilings with adjoining construction.
  3. Shade mounting assembly and attachment.
  4. Size and location of access to shade operator and adjustable components.
  5. Minimum Drawing Scale: 1/4 inch = 1 foot.
- D. Samples For Initial Selection: For each colored component of each type of shade indicated.
1. Include similar samples of accessories involving color selection.
- E. Samples for Verification:
1. Complete, full-size operating unit not less than 16 inches wide for each type of roller shade indicated.
  2. For the following products:
    - a. Shade Material: Not less than 12-inch-square section of fabric, from dye lot used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of material.
- F. Window Treatment Schedule: For roller shades. Use same designations indicated on Drawings.
- G. Product Certificates: For each type of roller shade, signed by product manufacturer.
- H. Qualification Data: For Installer.

- I. Product Test Reports: For each type of roller shade.
- J. Maintenance Data: For roller shades to include in maintenance manuals. Include the following:
  - 1. Methods for maintaining roller shades and finishes.
  - 2. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.
  - 3. Operating hardware.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.
- B. Source Limitations: Obtain roller shades through one source from a single manufacturer.
- C. Fire-Test-Response Characteristics: Provide roller shade band materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
  - 1. Flame-Resistance Ratings: Passes NFPA 701.
- D. Product Standard: Provide roller shades complying with WCMA A 100.1.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in factory packages, marked with manufacturer and product name, and location of installation using same designations indicated on Drawings and in a window treatment schedule.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

### PART 2 - PRODUCTS

#### 2.1 ROLLER SHADES

- A. Products: Subject to compliance with requirements, provide one of the following:
  - 1. MechoShade Systems, Inc. Manual Roller Shade – Basis Of Design.
  - 2. Equal Products by the following manufacturers:
    - a. Hunter Douglas, Inc.; Hunter Douglas Window Fashions Division;
    - b. Levolor; Levolor-Kirsch Window Fashions; a Newell Rubbermaid Company;
    - c. Lutron Shading Solutions by VIMCO;

d. Equal products by other manufacturers.

B. Shade Band Material: PVC-coated fiberglass.

1. Fabric Width: As indicated on Drawings.
2. Pattern: Allow for the following pattern options to be selected by Architect.
3. Colors: As selected by Architect from manufacturer's full range.
4. Material Openness Factor: Five Percent (5%) percent.
5. Material UV Blockage: Ninety Five (95%) percent.
6. Bottom Hem: Straight.
7. Trim: As indicated by manufacturer's designation for style and color.

C. Rollers: Epoxy primed steel tube of diameter and wall thickness required to support and fit internal components of operating system and the weight and width of shade band material without sagging; designed to be easily removable from support brackets; with manufacturer's standard method for attaching shade material. Provide capacity for one roller shade band(s) per roller, unless otherwise indicated on Drawings.

D. Direction of Roll: Regular, from back of roller.

E. Mounting Brackets: Galvanized or zinc-plated steel.

1. Corner Section: Factory formed and welded.

F. Bottom Bar: Steel, with metal capped ends. Provide concealed, by pocket of shade material, internal-type bottom bar with concealed weight bar as required for smooth, properly balanced shade operation.

G. Mounting: Surface-mounted as shown on Drawings permitting easy removal and replacement without damaging roller shade or adjacent surfaces and finishes.

H. Hold-Down Brackets and Hooks or Pins: Manufacturer's standard for anchoring roller shade bottom in place and keeping shade band material taut.

I. Shade Operation: Manual; with continuous-loop bead-chain, clutch, and bracket lift operator.

1. Position of Clutch Operator: Right side of roller, as determined by hand of user facing shade from inside, unless otherwise indicated.
2. Clutch: Capacity to lift size and weight of shade; sized to fit roller or provide adaptor.
3. Lift-Assist Mechanism: Manufacturer's standard spring assist for balancing roller shade weight and lifting heavy roller shades.
4. Loop Length: Full length of roller shade.
5. Bead Chain: Stainless steel.
6. Operating Function: Stop and hold shade at any position in ascending or descending travel.

## 2.2 ROLLER SHADE FABRICATION

A. Product Description: Roller shade consisting of a roller, a means of supporting the roller, a flexible sheet or band of material carried by the roller, a means of attaching the material to the roller, a bottom bar, and an operating mechanism that lifts and lowers the shade.

B. Concealed Components: Noncorrodible or corrosion-resistant-coated materials.

1. Lifting Mechanism: With permanently lubricated moving parts.

- C. Unit Sizes: Obtain units fabricated in sizes to fill window and other openings as follows, measured at 74 deg F:
  - 1. Shade Units Installed between (Inside) Jambs: Edge of shade not more than 1/4 inch from face of jamb. Length equal to head to sill dimension of opening in which each shade is installed.
- D. Installation Fasteners: No fewer than two fasteners per bracket, fabricated from metal noncorrosive to shade hardware and adjoining construction; type designed for securing to supporting substrate; and supporting shades and accessories under conditions of normal use.
- E. Color-Coated Finish: For metal components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 ROLLER SHADE INSTALLATION**

- A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions, and located so shade band is not closer than 2 inches to interior face of glass. Allow clearances for window operation hardware.

#### **3.3 ADJUSTING**

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

#### **3.4 CLEANING AND PROTECTION**

- A. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

#### **3.5 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain roller shades.

**END OF SECTION**

This solicitation contains (1) large scale drawing. A copy of the drawing may be obtained by contacting the West Virginia State Purchasing Division's Bid Request Line at 304-558-2063.

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

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

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### ANTITRUST:

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

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

### LICENSING:

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

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

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

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