



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
<b>DBSM102307</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF
<b>SHELLY MURRAY</b> <b>304-558-8801</b>

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**SCHOOL FOR THE DEAF & BLIND**  
**RECEIVING DEPARTMENT**  
  
**301 EAST MAIN STREET**  
**ROMNEY, WV**  
**26757-1894      304-822-4810**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>05/03/2010</b>				

BID OPENING DATE: **06/03/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA SCHOOLS FOR THE DEAF AND BLIND, IS SOLICITING BIDS FOR RENOVATION OF THE GYMNASIUM WITH A NEW FLOOR SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p style="text-align: center;"><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/17/2010 AT 2:00 PM IN THE ADMINISTRATION CONFERENCE ROOM. 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.</p> <p>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 COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDERS 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, BUT DURING ANY SUBSEQUENT PART</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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0001	1	LS		805-60		
<p>OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/19/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>GYMNASIUM FLOORING</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

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<p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 50 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>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.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HAMPSHIRE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>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.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(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</b></p>						

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

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<p><b>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</b></p> <p><b>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p> <p><b>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</b></p> <p><b>REV. 11/96</b></p> <p><b>EXHIBIT 10</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p>						

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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 TH 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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<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						

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<p>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, 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          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>REQ. NO.: DBSM102307</p> <p>BID OPENING DATE: 06/03/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

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BID OPENING DATE: **06/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY 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 DBSM102307 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## **DBSM102307**

### **GYM FLOOR**

#### **Scope**

The West Virginia School for the Deaf and Blind will be renovating the gymnasium with a new floor system. The wood floor will be installed over the existing polyurethane floor.

#### **Prebid**

There is a mandatory prebid meeting to discuss the overall project including the lining design and paint colors. All final measurements will be the responsibility of the contractor.

#### **Specs**

The new floor is to be composed of wood. Maple must be used as the exposed material. The selection of the quality and color must be 2nd or better (see Exhibit 1). The floor system must meet or exceed all 6 criteria of DIN\* 18032 Part II. A DIN certification table can be found within the specifications and follows the warranty information. Manufacturer shall be an established firm experienced in field and have been in business for a minimum of ten years. The flooring contractor shall be a firm experienced in flooring field and approved by the manufacture. The contractor installing the floor system must have completed three projects of similar magnitude and complexity.

The floor is approximately 6301 total square feet. The length of the gymnasium is 92'-3" feet and the width is 68'-1" feet. The dimensions of each threshold are: (a) 2'-8" x 1'-4", (b) 6'-0" x 1'-5", (c) 0'-2" x 6'-0" and (d) 6'-7" x 1'-1". The 20 total square feet of the threshold are accounted for the in the overall total square feet.

#### **Procedure**

The black cove base mold must be removed. The original urethane floor must be cleaned and inspected for debris prior to installation. The floor will be placed over the existing Urethane flooring. No vapor barrier will be needed. Any inconsistent height variants shall be taken care of at that time. If any spot is deemed low, the floor must be brought to level with rubberized polyurethane. After a final inspection the floor can be installed. The contractor is responsible to ensure slab is clean and free of all

dirt and debris prior to floor installation beginning. Flooring material must be brought to room temperature and humidity before installation.

The two volleyball pole sleeves will have to be raised or modified for the new floor height. The floor will also need to new covers installed for covering the holes where poles are located. If the existing sleeves are deemed suitable, there must be a shim made in the bottom of the sleeve so the pole and net height does not change. The shim must be the same thickness as the floor so the height will not be altered. The caps for the sleeves must be flush mounted.

The floor must be tied into three double doors and one single door. There must be an ADA approved aluminum threshold in each doorway. The threshold must not obstruct the swing and proper closure of all doors. There are several pipes the floor will be installed around (see Figure 1a). No chases are to be installed. The existing pipe cover will stay in contact and the floor will be modified according to each pipe size. A new cove base mold must be reinstalled in navy blue color. The molded vinyl cove base mold must be 4" wide and in a continuous roll. The mold will be attached with an industrial adhesive.

The wear layer must be screened (lightly sanded) and recoated with two additional coats of clear polyurethane following the game line applications. The game lines will consist of National High School Federation basketball and volleyball lines. There also must be 30 tick marks for goal-ball lines reference points. The lining design is attached in figure 1b is the basketball lines, figure 1c is the volleyball lines and figure 1d is the tick mark placement for the goal ball court. The tickmarks must be circular dots that are 1 ½" in diameter. The lining designed will be discussed at the mandatory prebid meeting including the color scheme.

The paint of the out of bounds area must be a navy blue that matches the schools colors. Under the two main basketball hoops, there must be the WVSD&B logo in white letters. The two lanes and center circle must be painted a translucent yellow. The wood grain must be able to be seen through the paint. There must be four – 12" x 2" navy blue lines for the foul line markers for each of the side basketball hoops.

#### **Deadline**

The West Virginia Schools for the Deaf and Blind will ensure that the gymnasium will be clear of any obstructions (Bleachers) prior to the commencement of work. The installation must be completed with 50 calendar days from the Notice to Proceed.

**Warranty**

There must be a 5 year minimum warranty on materials and workmanship.

\*D.I.N is an international, universal testing standard that established performance requirement among sports surfaces. Below are the minimum test ratings for D.I.N. Standard 18032 Part II

**Requirements for DIN Standard 18032 Part II (1991)**

	AreaElastic	PointElastic	Combination
Force Reduction (min)	53%	51%	58%
Ball Rebound (min)	90%	90%	90%
Vertical Deformation (mm)	2.3min	3.0 max	3.0 min 5.0 max
Area Indentation (max)	15 %	-	5 %
Direction I	No Limit	No Limit	No Limit
Direction II	No Limit	No Limit	No Limit
Rolling Load	1500 N	1000 N	1500 N
Slip Resistance	0.5 min 0.7 max	0.5 min 0.7 max	0.5 min 0.7 max

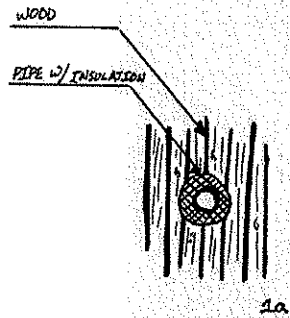
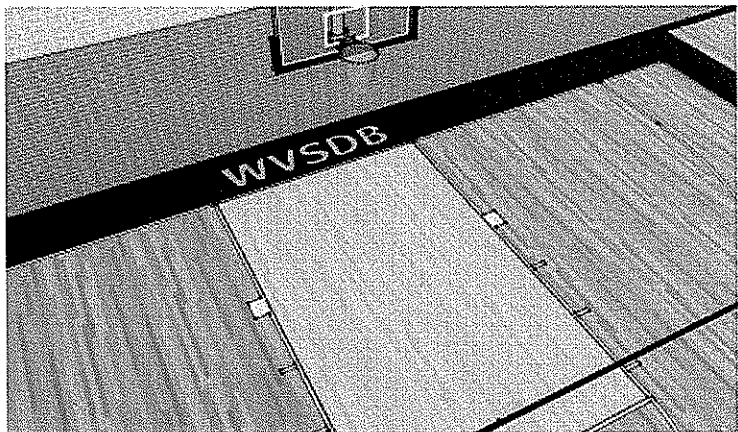
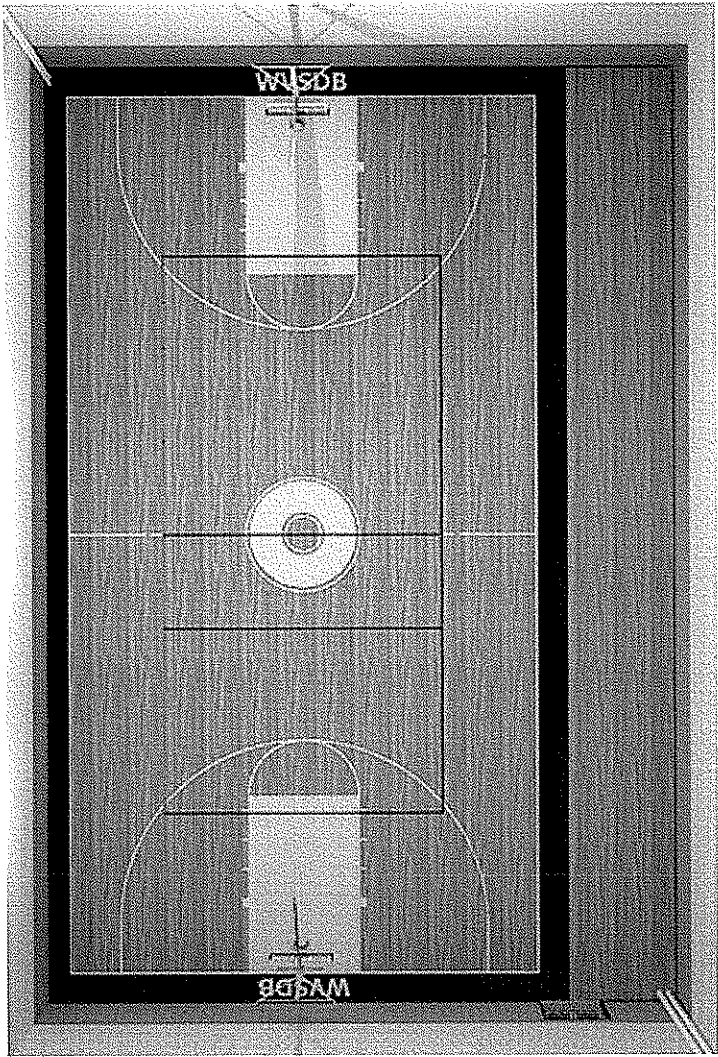
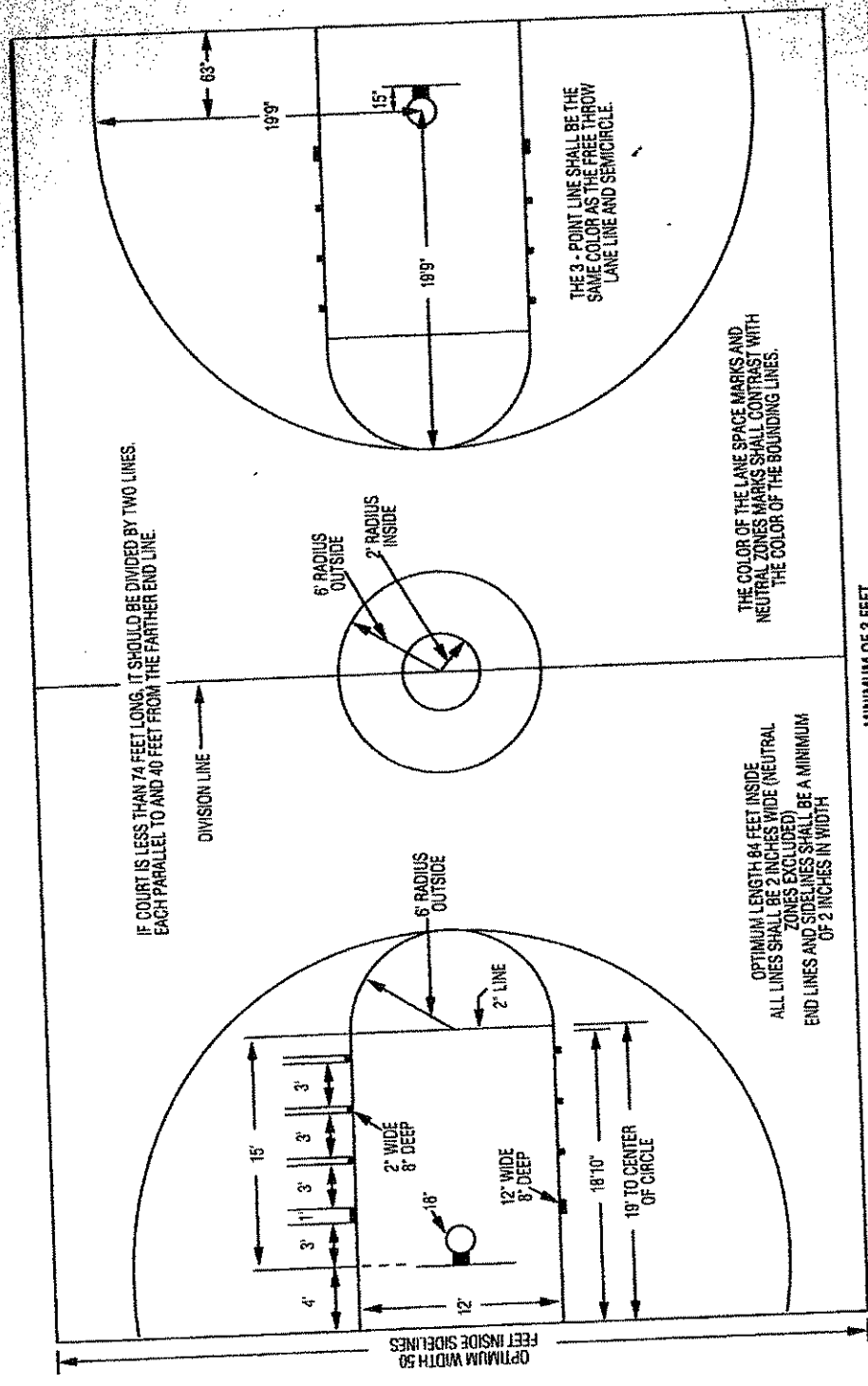


Figure 1-B

**Basketball - 16**



IF COURT IS LESS THAN 74 FEET LONG, IT SHOULD BE DIVIDED BY TWO LINES, EACH PARALLEL TO AND 40 FEET FROM THE FARTHER END LINE.

DIVISION LINE

6' RADIUS OUTSIDE  
2' RADIUS INSIDE

6' RADIUS OUTSIDE

2" LINE

2" WIDE 8" DEEP

12" WIDE 8" DEEP

18"

18' 10"

16" TO CENTER OF CIRCLE

OPTIMUM LENGTH 84 FEET INSIDE  
ALL LINES SHALL BE 2 INCHES WIDE (NEUTRAL ZONES EXCLUDED)  
END LINES AND SIDELINES SHALL BE A MINIMUM OF 2 INCHES IN WIDTH

THE COLOR OF THE LANE SPACE MARKS AND NEUTRAL ZONES MARKS SHALL CONTRAST WITH THE COLOR OF THE BOUNDING LINES.

THE 3-POINT LINE SHALL BE THE SAME COLOR AS THE FREE THROW LANE LINE AND SEMICIRCLE.

MINIMUM OF 3 FEET

PREFERABLY 10 FEET OF UNOBSTRUCTED SPACE OUTSIDE. IF IMPOSSIBLE TO PROVIDE 3 FEET, A NARROW BROKEN 1 INCH LINE SHOULD BE MARKED INSIDE THE COURT PARALLEL WITH AND 3 FEET INSIDE THE BOUNDARY.

THE CEILING SHOULD BE AT LEAST 26 FEET OR HIGHER IF POSSIBLE.

LEFT END SHOWS RECTANGULAR BACKBOARD 72 INCHES WIDE

RIGHT END SHOWING FAN (NON-COURT) 54 INCHES WIDE

OPTIMUM WIDTH 50 FEET INSIDE SIDELINES



Figure 1-C

# Volleyball - 1c

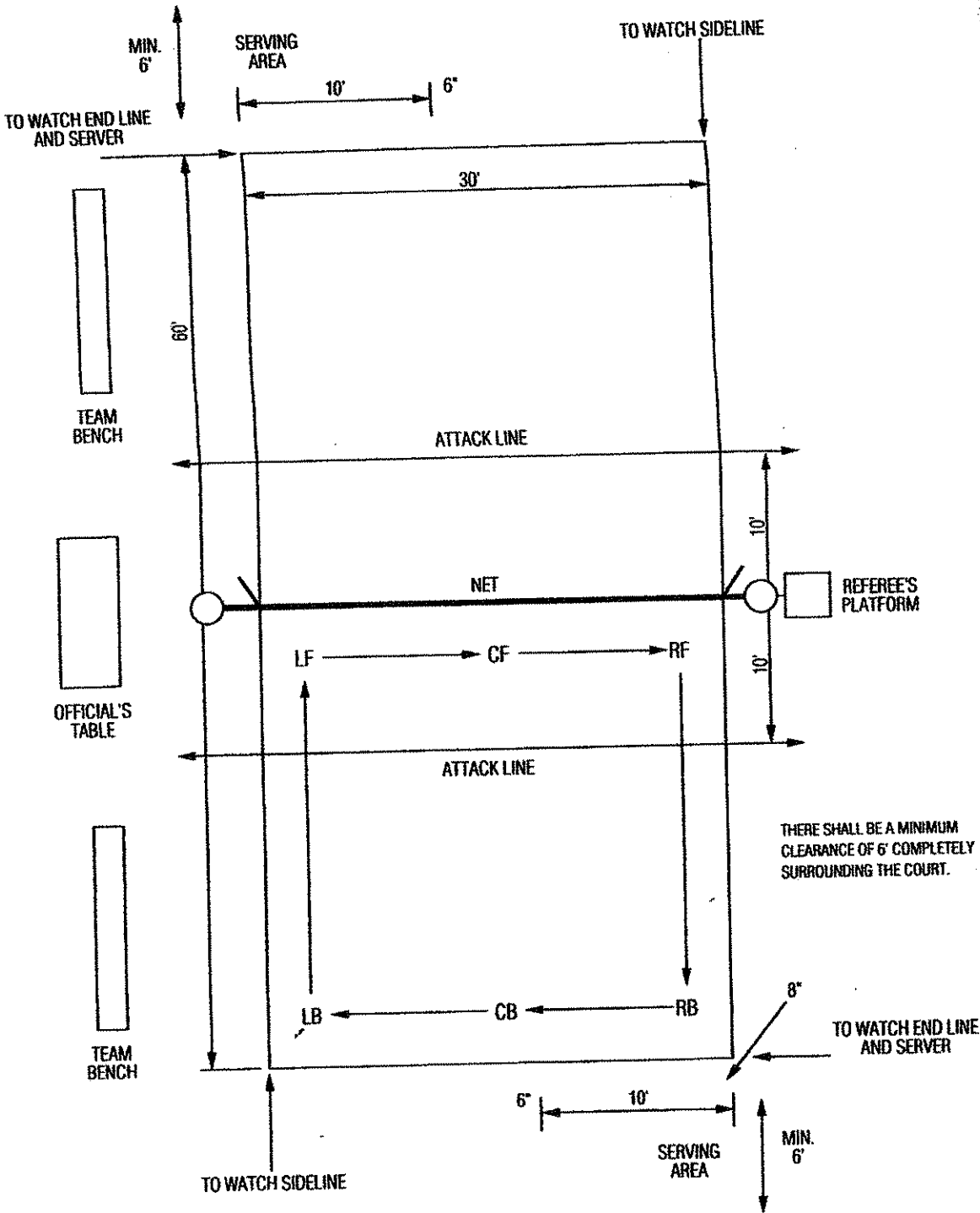


Figure 1-D

Goal Ball - 1d

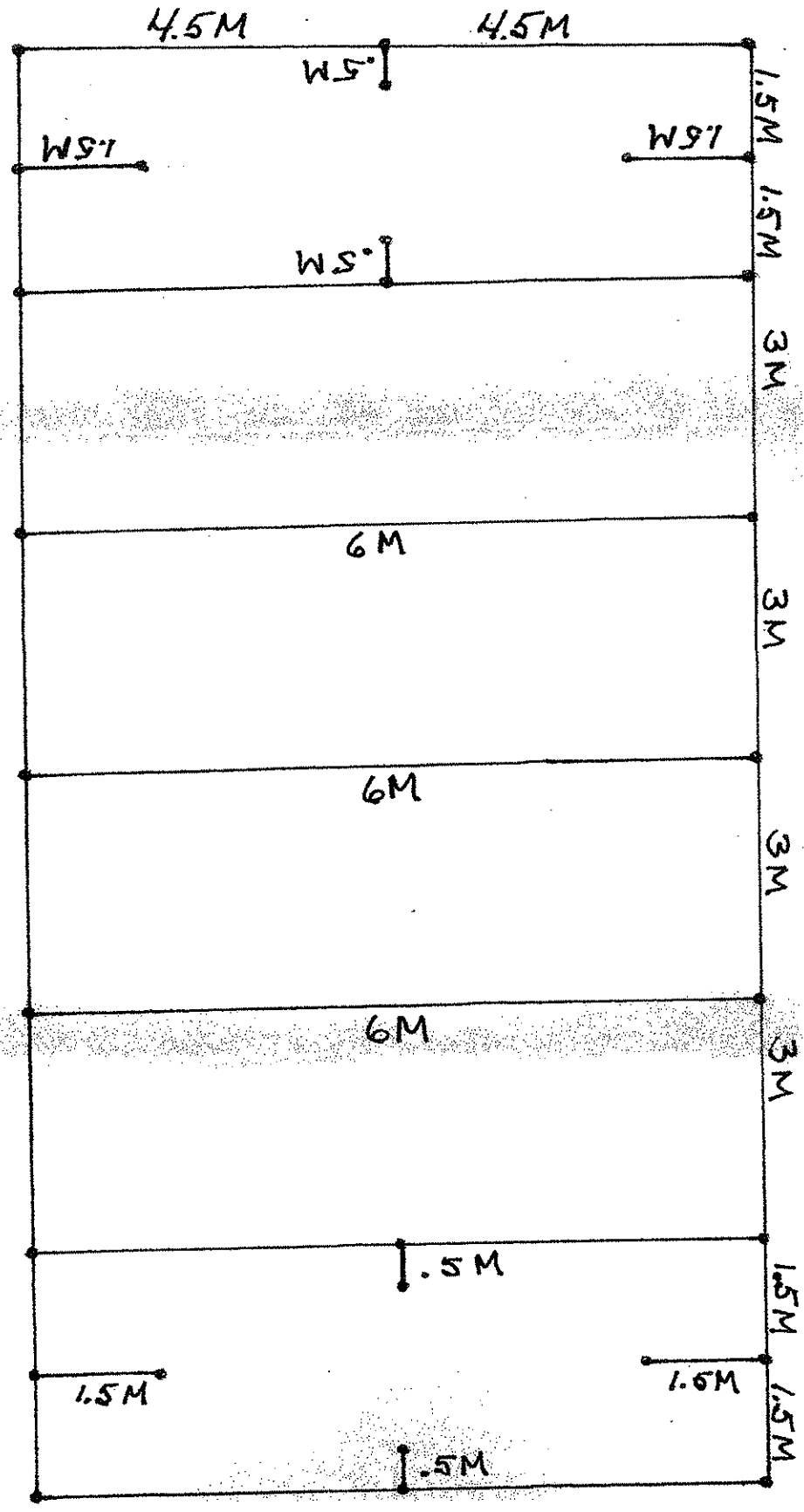


Figure 1-E



## FINGER JOINTED (FJ) MAPLE FLOORING

### GENERAL RULES

#### *Moisture Control*

We recommend maintenance of 6 percent to 9 percent average moisture content following manufacture. Upon receipt of shipment, proper moisture controls must be exercised to maintain proper moisture content.

#### *Edge-Grain Flooring*

Edge-grain hardwood flooring is specially selected and consists of pieces in which the annual rings range from 30 degrees horizontal to 90 degrees vertical.

Since hard maple is generally produced from lumber sawn out of relatively small logs with varying knurls, resulting in considerable variation in a single piece, flooring shall be considered to be all edge-grain if 75 percent of each piece falls within the above-mentioned range.

#### *Kiln Drying*

Flooring shall not be considered of specified grade unless the lumber from which the MFMA-FJ flooring is manufactured has been properly kiln-dried.

#### *End Matching*

All MFMA-FJ flooring shall be end-matched unless otherwise specified.

#### *Beech and Birch Flooring*

These rules also apply to beech (*Fagus grandifolia*) and birch (*Betula alleghaniensis*) flooring.

## PRODUCT CLASSIFICATION

#### *Finger Jointed Flooring*

MFMA-FJ finger-jointed flooring shall include products comprised of one or more individual board segments attached end to end using a series of interlocking fingers and adhesive. Standard MFMA-FJ finger-jointed flooring shall conform to the following MFMA finger-jointed flooring grading requirements:

#### *Finger Joint Design*

The finger-joint design shall result in a strength that will insure the product's integrity of its intended use, prior to, during and following installation. It shall produce an appearance that resembles a typical square end joint prior to and following subsequent sandings.

#### *End Segment Criteria*

End segments shall be 6" minimum length, except in MFMA-FJ Third Grade Northern Hard Maple flooring, where 4" minimum length shall be allowed.

#### *Segment Length Guidelines*

Segment length requirements are based on average number of segments per lineal foot of flooring. Segment count shall always include end segments. Maximum number of segments in MFMA-FJ flooring is .65 segments per lineal foot of flooring averaged over 5,000 lineal feet (average pallet size) of flooring.

**Example:** The permitted number of segments in 5,000 lineal feet of flooring shall be .65 x 5,000 or 3,250 segments.

In MFMA-FJ Third and Better Northern Hard Maple and MFMA-FJ Third Grade Northern Hard Maple, the maximum number of segments is .80 segments per lineal foot of flooring averaged over 5,000 lineal feet of flooring.

## **HOW TO SPECIFY MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING**

MFMA-FJ (Finger Jointed) strip flooring is specified in the same manner as MFMA-RL (Random Length) and MFMA-PQ (Parquet) Northern Hard Maple flooring. For example, when ordering, requesting or specifying MFMA-FJ (Finger Jointed) strip flooring, specify as "MFMA-FJ" and list the grade, required species, and thickness. A typical specification should appear as follows:

### *2.1 Materials*

A. Flooring shall be MFMA-FJ First Grade Northern Hard Maple, 25/32" thick x 2-1/4" wide; T & G and EM; grade marked and stamped as produced by an MFMA member manufacturer.

## **MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING GRADING RULES**

### *MFMA - FJ (Finger Jointed) First Grade Northern Hard Maple*

The highest standard MFMA grade is hand selected to minimize the natural character variations of the species.

This grade of MFMA-FJ Northern Hard Maple combines appearance and durability and has a face free of defects that will materially mar the appearance of the finished floor or impair its durability. A practical application of this rule will admit variations in the natural color of the wood; an occasional small, firm pin knot not over 1/8" in diameter, provided it does not occur on edges or ends of strips; occasional dark green or black spots or streaks not over 1/4" wide and 3" long (or its equivalent) which may contain a slight check not over 1/2" long, providing it is boxed within the piece; bird's-eyes and small burls; a slightly torn grain; or similar defect which can be readily removed by the ordinary method of smoothing the floor when it is laid.

Bark streaks shall not be permitted. A slightly shallow place not over 12" long on the underside of flooring, if it does not extend to either end of the piece, and an otherwise perfect tongue which is one-half short for 25 percent of length of piece, are admissible, but the face must be free of shake, and the wood must be live and sound.

### *MFMA-FJ (Finger Jointed) Second and Better Grade Northern Hard Maple*

The most commonly specified flooring, this grade exhibits more natural variations than first grade.

This grade admits tight, sound knots, provided they do not occur on edges or ends of strips; distinct color variations; numerous dark green or black spots or streaks - provided they do not occur in combination with predominately dark heartwood; slight checks not exceeding 3" in length and running parallel with and well inside the edges and ends of the strip; dark spots or streaks with slight checks in center; small rough spots which cannot be wholly removed by the ordinary method of smoothing the floor when it is laid; slightly torn edges; short tongue if sufficient to hold properly in the floor; shallow or waney back if piece has sufficient bearings of full thickness to support it in the floor;

and slight variation in angle of end matching. With the use of some finishes, light sticker shadow and color variations may appear. While these and similar features are admissible, sufficient attention is given to appearance to make this grade desirable and satisfactory for use in stores, schools, factories, and similar places where superficial defects and blemishes are not a real factor of consideration. The face must be free of shake, and the wood must be live and sound. Bark streaks shall not be permitted.

*MFMA-FJ (Finger Jointed) Third and Better Grade Northern Hard Maple*

This grade of MFMA-FJ maple is comprised of a mixture of all other grades of MFMA-FJ Northern Hard Maple. The lowest grade admissible shall not be less than MFMA-FJ Third Grade Northern Hard Maple. MFMA-FJ Third and Better Northern Hard Maple is suited for nearly any application where variations in appearance are not an aesthetic concern. This grade can be produced as a mill run product provided it contains a minimum of 60 percent MFMA-FJ Second and Better Northern Hard Maple; however it can also be produced by mixing 60 percent MFMA-FJ Second and Better Northern Hard Maple and 40 percent MFMA-FJ Third Grade Northern Hard Maple. This grade allows defects as described in other grades of MFMA-FJ Northern Hard Maple flooring.

*MFMA-FJ (Finger Jointed) Third Grade Northern Hard Maple*

This grade has the same structural integrity as first and second and better and exhibits more natural variation than either grade. This grade is ideally suited for the value engineered application.

This grade may contain all defects common to maple, but the wood must be firm and serviceable. It will not admit voids on edges or ends, or knot holes over 3/8" in diameter; partially unsound knots where the unsound portion is over 1" in diameter; or shakes, heart checks, badly split ends and imperfections in manufacture which materially impair the serviceability of the flooring for the purpose intended.

*MFMA-FJ (Finger Jointed) Utility Grade Northern Hard Maple*

This grade of MFMA-FJ maple may contain all defects common to maple, but the wood must be firm and serviceable. MFMA-FJ Utility Grade Northern Hard Maple will not admit voids on edges or ends, or knot holes over 3/8" in diameter; partially unsound knots where the unsound portion is over 1" in diameter; or shakes, heart checks, badly split ends and imperfections in manufacture which materially impair the serviceability of the flooring for the purpose intended. Individual segments in this grade have no minimum length requirements.

## **RULES GOVERNING REINSPECTION**

Even the most experienced inspectors will occasionally misgrade some pieces. Therefore:

Shipments shall be considered to be the grade invoiced if, upon inspection by an official inspector of the Maple Flooring Manufacturers Association, 95 percent or more, in feet, is found to be of grade invoiced. Where the degrades are in excess of 5 percent, in feet, of the shipment, the degrades in excess of the 5 percent shall be the property of the manufacturer of the flooring.

The quality of the flooring in the condition in which it leaves the manufacturer is held to govern the grade, as subsequent lack of care and improper treatment in laying, sanding or finishing are not chargeable to the manufacturer.

In the event that the amount below grade is found to be 5 percent or less, in feet, of the total amount of the item, the cost of reinspection shall be borne by the complainant. If more than 5 percent in feet, the expense shall be borne by the manufacturer of the flooring.

For dispute resolution contact MFMA. Specific "Guidelines for Reinspection" are available upon request. In any dispute involving the grade of the flooring material where an MFMA reinspection is requested, the determination of the MFMA inspector shall prevail.

## SIZES OF MFMA-FJ (FINGER JOINTED) NORTHERN HARD MAPLE FLOORING

### Tongued and Grooved Flooring

#### Thicknesses

1/2"	13 mm
25/32"	20 mm
33/32"	26 mm

#### Face Widths

1-1/2"	38 mm
2-1/4"	57 mm
3-1/4"	83 mm

#### FIRST GRADE

Graded to meet or exceed MFMA-FJ and random length First Grade Maple. This is the clearest and most uniform in appearance. Practically free of all defects. Slight shadows and color variations may occur with the use of some finishes.

#### 2<sup>ND</sup> & BETTER

Graded to meet or exceed MFMA-FJ and random length 2<sup>ND</sup> & Better Grade Maple. More variation in color than the first grade. Clear or white boards can be mixed with amber ones. Slight streaks and knots are permitted.

#### 3<sup>RD</sup> & BETTER

This grade is comprised of a mixture of all the other grades of MFMA-FJ and random length Northern Hard Maple. Robbins 3<sup>RD</sup> & Better is hand selected for color, character and appearance.

#### 3<sup>RD</sup> GRADE

Graded to meet or exceed MFMA-FJ and random length 3<sup>RD</sup> Grade Maple. This grade presents a greater variation in color and contrast, accentuates the wood grain and enhances design options, including the Boston Square option.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,
(Company Name)

2. I do hereby attest that \_\_\_\_\_
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_
(Company Name)

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

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

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



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

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).

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

Principal Corporate Seal (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.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**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.**

RFQ No. DBSM102307

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 owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

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

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_