



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
COR61545

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HUTTONSVILLE CORRECTIONAL CENT
 ROUTE 250 SOUTH

HUTTONSVILLE, WV
 26273 335-2291

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2012				

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		500-95		
WASHING MACHINES (LAUNDRY) COMMERCIAL						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS - HUTTONSVILLE CORRECTIONAL CENTER, IS SOLICITING BIDS FOR THE LABOR, MATERIAL AND EQUIPMENT TO PROVIDE AND INSTALL TWO (2) COMMERCIAL GRADE WASHING MACHINES PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</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.html 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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<p>A MANDATORY PRE-BID WILL BE HELD ON 2/01/12 AT 9:00 AM AT THE HUTTONSVILLE CORRECTIONAL CENTER. 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 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>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 02/09/2012. QUESTIONS MAY BE SENT VIA</p>						

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<p>USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</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> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>						

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<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 RANDOLPH 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 OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF</p>						

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<p>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 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF</p>						

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<p>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> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

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				<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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>		

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NO. 4						
NO. 5						
<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> <p>CONTRACTORS LICENSE</p> <p>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</p>						

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<p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>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.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

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01/25/2012				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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="padding-left: 40px;">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:-----TL/32-----</p> <p>REQ. NO.:-----COR61545-----</p> <p>BID OPENING DATE:-----02/28/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</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'



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
COR61545

PAGE
11

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HUTTONSVILLE CORRECTIONAL CENT
 ROUTE 250 SOUTH

HUTTONSVILLE, WV
 26273 335-2291

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2012				

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						
<p>***** THIS IS THE END OF RFQ COR61545 ***** 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'

COR61545 - REQUEST FOR QUOTATIONS

INSTALL TWO (2) NEW 150 POUND WASHING MACHINES AT HUTTONSVILLE
CORRECTIONAL CENTER, RANDOLPH COUNTY, WV

The Huttonsville Correctional Center (HCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation to install two (2) new 150 pound washing machines.

A mandatory pre-bid conference is scheduled for February 1 at 9:00 AM at the Huttonsville Correctional Center. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Lance Yardley
Phone: 304-335-2291
Email: Lance.Yardley@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications:

SPECIFICATION SECTION – WASHING MACHINES

PART 1 – GENERAL

1.1 SUMMARY OF WORK

- A. At Huttonsville Correctional Center, they currently have three (3) washing machines. They have a Blue Braun 250, Milnor 135, and Milnor 55 pound washing machines. The washing machines are on an 18” thick concrete slab. The Blue Braun 250 pound washing machine is old and continues to break down.
- B. For the base bid, please quote to disconnect and remove the Blue Braun 250 pound washing machine and replace with two (2) smaller washing machines, 150 pound each. Coordinate with ECO labs. ECO labs will disconnect and connect their lines and equipment.
- C. For Alternate #1, please quote to disconnect and remove the Milnor 55 pound washing machine, and turned over to the Facility. Replace all work required to install the newer 60 pound washing machine that is located in the laundry room at the Facility. After connections are completed, verify with the Facility the machines operations. Coordinate with ECO labs. ECO labs will disconnect and connect their lines and equipment.
- D. If the DOC decides to go with the base bid and alternate #1, both washing machines cannot be removed and replaced at the same time, because it may hinder the laundry production at the Facility. The DOC recommends that the Blue Braun 250 pound washing machine be removed first and replaced with the two (2) new washing machines. The installation of the two (2) new washing machines must be completed and operational before anything can be done to the Milnor 55 pound washing machine.

- E. There is 208 volt, 3-phase, and power available. There are existing water lines to plumb into. The existing drain trough can be used to drain the water. Contractor must hook up all utilities.
- F. The Blue Braun 250 pound washing machine is large and will not fit through the door until dismantled. Once dismantled, remove dismantled materials from the laundry room to Facility directed location and turned over to the Facility. A cutting torch will be acceptable to use. Contractor must coordinate with the Facility so the fire alarm system for that area can be shut down.
- G. The existing water lines for supply to the Blue Braun 250 pound washing machine are two inch (2") and are black iron pipe.
- H. If all existing trench grating can be used, then it is not required to provide and install new grating. If existing trench grating cannot be reused, contractor will need to remove and replaced with new.
- I. The two (2) new 150 pound washing machines will be placed perpendicular to the current direction of the Blue Braun 250 pound washing machine. If the new washing machines have two (2) drain lines for each machine, it will be acceptable to install the drain lines into a header drain line, and only one (1) line to go to the drain trough.
- J. The existing drain line under the existing Blue Braun 250 pound washing machine is perpendicular to the long drain trough. The Facility will fill in that area with concrete.
- K. Electrical Service:
 - A. One (1) new washing machine can be connected to the existing electrical service that was used for the Blue Braun 250 pound washing machine. If there is any variation between what is currently there and what will be required for the new washing machine, it will be the contractor's responsibility to provide materials and install. For Example, disconnect switch.
 - B. Power for one (1) new washing machine will have to be installed from an existing electric panel behind the dryers. New conduit will need to be installed to a new disconnect behind the new washer. The estimated length is one hundred fifty feet (150'). It will be the contractor's responsibility to get the exact measurement.
- L. Delivery:
 - A. It is acceptable for the two (2) new washing machines to be direct shipped to the Facility. Please notify the Facility at least four weeks before delivery.

SECTION 11110 - LAUNDRY EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The requirements of the contract documents apply to all work under this heading and are hereby made a part of this section. DO NOT BID OR PERFORM WORK WITHOUT READING AND UNDERSTANDING THESE REQUIREMENTS.

1.2 SCOPE OF WORK

- A. General: Provide and install all laundry equipment with related items necessary to complete the work and required by the provisions of this section.

1. The term "install" shall mean the delivery of all laundry equipment complete with transportation charges prepaid to the building, uncrated, set-in-place and properly anchored, where required.
2. Keep premises clean and remove from site all crates, cartons and other debris resulting from work. Leave all areas "broom clean" and equipment "construction clean." Final cleaning of equipment by Laundry Equipment Contractor.

1.3 MECHANICAL AND ELECTRICAL WORK INCLUDED IN LAUNDRY EQUIPMENT WORK

A. Plumbing:

1. Interplumb laundry equipment between valves, vacuum breakers and equipment connections, and make the final connection.
2. Extend all indirect wastes not connected to the sewage system with black painted pipe. Drain extensions shall drip over and into floor drain. Where drain runs under an item of equipment, provide proper support from bottom of equipment to eliminate interference with the floor cleaning. All horizontal piping to be run at highest possible elevation, not less than six (6") inches above floor, through equipment whenever possible.

B. Electrical:

1. Interwire laundry equipment between heating elements, switches, starters, thermostats, outlets, motors and solenoids complete to junction box, terminal box or disconnect switch.
2. Furnish and install all switches including disconnect switches within equipment, contactors, combination starters with fused disconnect, controls and similar items necessary for the safe and proper operation of the equipment.

C. Ventilation:

1. Furnish booster fan on runs exceeding sixty (60'-0") feet.

1.4 RELATED WORK SPECIFIED ELSEWHERE (Not in This Section)

- A. Floor depressions indicated on the drawings and where required. See attached sketch.
- B. Required holes and recesses for piping and ducts, provided with information as to location and size is furnished to other trades in adequate time to be incorporated in the work.
- C. Roughing-in wiring for the laundry equipment and final connection between roughing-in points and points of connection (pigtails or terminals) on the laundry equipment; connections to the equipment shall be in accordance with equipment wiring diagrams.
- D. Extra wall receptacles required for the laundry area.
- E. Required disconnect switches between roughing-in points and points of connection to the equipment.
- F. Providing and installing of traps, strainers and valves, as well as other items furnished by the Laundry Equipment Contractor and making final connections to the equipment.
- G. Final connections between the ductwork and the building ventilation system.
- H. Roughing-in, furnishing and installing all hot and cold water piping between roughing-in points and points of connection on the equipment, providing in each water line a shutoff valve and, where required, a pressure reducer and regulator, and making final connection to the laundry equipment.
- I. Waste piping (excluding extending of indirect waste piping), traps, vents and final connections to drain outlets of laundry equipment.

1.5 SUBMITTALS

- A. Equipment List: Submit for approval after notification of award of contract, an itemized list of equipment to be furnished under the contract with manufacturer's name and model number for each item.
- B. Brochures:
 1. Submit complete brochure containing manufacturer's specification catalog pages with all pertinent engineering and dimensional data identified, together with typewritten cover pages for the equipment to the Division of Corrections for approval and distribution.

2. Brochures to be suitably bound and to contain manufacturer's illustration sheet for each manufactured, with typewritten cover sheet for each item indicating the quantity required, list of accessories required, mechanical and electrical characteristics and other pertinent data.
3. Arrange items in numerical order following scheduled Item Numbers. Brochures shall be complete, covering all manufactured items of equipment. No consideration will be given to partial lists made at various times.

D. Roughing-in or Mechanical Connection Drawings:

1. Prepare roughing-in drawings of all equipment shown on Contract drawings. Prepare drawings at one-quarter (1/4") inch scale on sheet of same size as Contract Drawings showing all the mechanical roughing-in (including sleeves and conduit) for electric, water, ventilation, condensate drain lines, air and exhaust connections and characteristics, and roughing-in data for all services in each area. Indicate the approximate location of the laundry equipment with allowances for traps, switches and other final connection requirements.
2. Dimension each roughing-in location accurately from column center lines and/or walls (not partition walls).
3. Assume responsibility for proper location of sleeves and conduits through which the utility lines will be installed and for conforming to roughing-in location with the laundry equipment and connections thereto, or compensate the other trades for any necessary relocation of the roughing-in. Make field inspection before the finished floors are laid and relocate sleeves as necessary.

E. Field Measurements:

1. Make field measurements giving due consideration to any architectural, mechanical or structural discrepancies which may occur during construction of the building. No extra compensation will be allowed for any difference between actual dimensions and designed dimensions.
2. Submit any differences found during field measurements to the Architect for consideration before proceeding with the installation.

1.6 STANDARDS

- A. Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the following:
1. National Electric Code (N.E.C.)
 2. Underwriters' Laboratories, Inc. (U.L.)
 3. Uniform Mechanical Code (U.M.C.)

4. National Electric Manufacturers Association (NEMA)
 5. American Society of Mechanical Engineers Register (A.S.M.E.)
- B. No extra charge will be paid for furnishing items required by governing codes and regulations, but not specified or shown on drawings.

1.7 GENERAL REQUIREMENTS

- A. Electrical: (Check voltage requirements on job before ordering any electrically operated equipment.)
1. All electric units and equipment shall be of voltages indicated. Differences in current characteristics of equipment listed and that available must be submitted to the Architect for consideration before the equipment is ordered.
 2. All internal wiring of the equipment to the outlets on the equipment shall be by the Laundry Equipment Contractor in accordance with National Electric Code, and/or jurisdictional governing agencies
 3. All electrically-operated equipment shall conform to the Rules and Regulations and the Laws of the State of the particular installation and shall be approved by the Electrical Inspector or the Underwriters' Laboratories.
 4. All electrically-operated manufactured items of equipment shall have Underwriters' Laboratories Approval or U.L. Re-examination listed in every case where such "Approval" has been established for the particular device in question.
- B. Building Code Requirements:
1. The equipment shall be installed in strict compliance with the applicable state building codes or the local authority having jurisdiction. This equipment shall also comply with all other applicable codes.

1.8 PERMITS

- A. Contractor shall secure and pay for any required permit and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

1.9 DAMAGES

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own employees or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

1.10 TERM OF WORK

- A. All work shall be completed within 120 days upon receipt of Notice to Proceed.

1.11 SECURITY

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

1.12 CLEAN UP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.13 SAFETY EQUIPMENT

- A. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

1.14 WORK SCHEDULE

- A. Facility can work with the contractor on work hours. Work cannot interfere with the normal operations of the laundry. The contractor must give advance notice when they want to work, so the Facility can be scheduled for supervision.

PART 2 - PRODUCTS

2.1 STANDARD MANUFACTURED EQUIPMENT

- A. Standard laundry equipment made on a production basis is named by catalog number in the Item Specifications and establishes the "Standard" required. Items identified by a manufacturer's model number shall be supplied with all parts and accessories listed by that manufacturer as standard and included in the base price; optional accessory items will be specifically stated in the Item Specifications.
- B. The Division of Corrections shall approve color of equipment whenever possible.

2.2 NAMEPLATES

- A. Each item of manufactured equipment furnished under this Contract shall be provided with identifying nameplate of corrosion-resistant material giving name and address of manufacturer, catalog and serial numbers, and other identifying information for use in securing replacement parts.

- B. Nameplate shall fit snugly against the surface of the item and shall be free of rough edges.

2.3 WARRANTY AND SERVICE

- A. Provide a listing of factory-authorized service agencies and copies of written service and warranty agreements on all laundry equipment items. Provide written warranty agreeing to replace free of charge any work, equipment, parts, materials and/or workmanship which become defective during the warranty period (except that which becomes defective due to abuse of the equipment). Replacement shall be made without cost to the Owner, and the Laundry Equipment Contractor shall reimburse the other contractors for extra work involved in the replacement of defective equipment. Warranty period is for one (1) year from date of final acceptance of installation by Owner.

2.4 SUBSTITUTIONS - STANDARDS

- A. The name or make of any article, device, material or form of construction listed in the Item Specifications shall establish the "Standard" required.
- B. Proposals shall be based on the manufacturers and models specified; however, bidders may submit alternate manufacturers for pre-approval ten (10) days prior to the bid date.
- C. Any pre-approved alternate equipment must conform to space limitations of the layout and the cost of any deviation will be the responsibility of the Laundry Equipment Contractor at no extra cost to the Owner.

PART 3 - EXECUTION

3.1 OPENING - ACCESS

- A. General: Coordinate with other contractors for provision and scheduling of temporary openings in walls or floors which may be required for passing large sections of equipment into the building that cannot be accommodated through permanent openings.

3.2 INSTALLATION

- A. General: Make arrangements for receiving laundry equipment and make delivery into the building as requisitioned by installation superintendent. Do not consign any equipment to the Owner or to any other contractor without receiving written acceptance from them, and making arrangements for the payment of freight and handling charges.
- B. Deliver all equipment into the building, uncrate, assemble, level and repair any damaged or abraded surfaces. Set equipment temporarily in its final location to permit mechanical trades to take necessary measurements for the connection of the service lines. Move the equipment sufficiently to permit the installation of such service lines and then realign equipment level and plumb. Install all equipment so as to eliminate objectionable vibration.

3.3 TESTING, DEMONSTRATING, AND INSTRUCTING OWNER'S DESIGNATED PERSONNEL

- A. After complete installation, all items of equipment furnished under this Contract shall be operated a minimum of one (1) complete cycle and thoroughly tested to insure proper and safe operation.
- B. The Laundry Equipment Contractor shall arrange to have all mechanically-operated equipment furnished under this Contract demonstrated by competent service representative. This representative is to instruct the Owner's designated personnel in the use, care and maintenance of all items of equipment after same are in working order. The Laundry Equipment Contractor shall be present throughout all demonstrations.
- C. Quietness of operation of all laundry equipment is a requirement. Contractor shall remove or repair all equipment producing excess noise over manufacturer's stated decibel level.

3.4 OPERATING AND MAINTENANCE MANUALS

- A. After completion of the installation, the Laundry Equipment Contractor shall present to the Owner two (3) sets of all operating and maintenance manuals covering all mechanically operated equipment furnished under this contract, with the sets being neatly bound in a loose leaf binder having a durable cover.
- B. Include in the binder a list of names, addresses and telephone numbers of local service agencies authorized to make necessary repairs and/or adjustments of the equipment furnished under this Contract.
- C. Provide two (3) copies of a proper maintenance schedule to be followed.

3.5 INSTRUCTIONAL AND MAINTENANCE VIDEOTAPES/DVDs

- A. Laundry Equipment Contractor shall provide instructional and maintenance videotapes/DVDs for all buy-out equipment as available from manufacturers.
- B. If not available from the manufacturer, it will be acceptable to video tape the startup and demonstration training session at the Facility and submit.

3.6 CORRELATION WITH DRAWINGS

- A. This written specification must be closely correlated with the Drawings and Schedules. Each complements the other and cross reference will be necessary to fulfill the requirements of the specifications. All information shown on drawings and listed in schedules shall be incorporated as part of the written specifications.

PART 4 - SCHEDULE OF EQUIPMENT

4.1 WASHER/EXTRACTOR TWO (2) REQUIRED

- A. UniMac Model UWN150T3V or Equal. Two (2)-One hundred fifty (150) pound capacity. 208 Volt, three-phase operation. All Type 304 stainless-steel construction, including cylinder. Provide Forty-three (43") inch cylinder diameters; seven (7) speed design; 23.4 cubic feet volume; and 627 rpm high extract speed. Provide vibration safety switch, which shall immediately stop machine and signal operator. Unit shall be securely attached to building floor.
- B. Provide automatic supply and liquid supplies using Peristaltic pump by chemical supplier.
- C. Laundry Equipment Contractor shall extend drain line to trench drain.

4.2 TRENCH DRAIN GRATING ONE LOT REQUIRED

- A. All stainless-steel construction. Grating shall be IKG Industries, close mesh stainless-steel type CM-2 (Type 304 stainless steel) or approved equal. Bearing bars shall be spaced on one-half (1/2") inch centers, interspacing to be five-sixteenth (5/16") inch. Cross-bars spaced on four (4") inch centers. Provide finished edge on all sides of grating. Grating shall be size, as required, to cover entire length of trench drain.
- B. When installed, grating insert shall be flush and level with surrounding laundry floor. Top and bottom surfaces of grating shall be ground smooth and polished to remove burrs, imperfections, etc.

PART 5 - AWARD

The Bidder understands that it is the intent of the Owner to award a contract on the basis of the lowest Base Bid. The Bidder should submit an amount for the Base Bid and the Alternate. Depending on the availability of funds, the Owner reserves the right to accept or reject the Alternate bid.

RFQ # COR61545

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
INSTALL TWO (2) NEW 150 POUND WASHING MACHINES AT
HUTTONSVILLE CORRECTIONAL CENTER**

RANDOLPH COUNTY

BID FORM

Bidder's Company Name:

Bidder's Address:

Remittance Address (If different):

Phone Number:

Fax Number:

Email Address:

WV Contractor's License Number:

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

BASE BID:

(\$ _____) (Base bid to be written in words and numbers.)

ALTERNATE #1 BID:

(\$ _____) (Alternate #1 bid to be written in words and numbers.)

CONTRACT TOTAL BID:

(\$ _____) (Contract total bid to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form will result in automatic disqualification.

RFQ No. _____

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 _____



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.

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.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

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