



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
HOP12150

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), HOPEMONT HOSPITAL, LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV 26764 REQUEST A QUOTE FOR LABOR AND MATERIALS TO REPLACE THE EXISTING KITCHEN FLOOR TILE AT HOPEMONT HOSPITAL. APPROXIMATE KITCHEN AREA IS 4600 SQ. FEET. WORK TO BE PERFORMED IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AND DRAWINGS.</p> <p>*****            *MANDATORY PRE-BID MEETING: MAY 9, 2012 AT 1:00 PM *            * ROOM #AD107 *            * HOPEMONT HOSPITAL *            * 150 HOPEMONT ROAD *            * TERRA ALTA, WV 26764 *            *****</p> <p>***BID OPENING: MAY 31, 2012 AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15            2019 WASHINGTON STREET, EAST            TERRA ALTA, WV 26764</p> <p>THE FOLLOWING MANDATORY DOCUMENTS MUST BE FURNISHED WITH YOUR BID SUBMISSION:</p> <ol style="list-style-type: none"> <li>1. DRUG FREE WORKPLACE AFFIDAVIT</li> <li>2. WV CONTRACTORS LICENSE NUMBER</li> <li>3. BID BOND MUST BE INCLUDED</li> </ol> <p>ATTACHMENTS TO RFQ:</p> <ol style="list-style-type: none"> <li>1. SPECIFICATIONS &amp; DRAWINGS</li> <li>2. COST SHEET</li> </ol>						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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](http://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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0001	1	JB	910-65	3. DRUG FREE WORKPLACE AFFIDAVIT 4. PURCHASING AFFIDAVIT 5. BID BOND FORM & INSTRUCTIONS		
REPLACE THE EXISTING FLOORING COVERING AT HOPEMONT  TO PROVIDE ALL LABOR, MATERIALS, AND ANYTHING INCIDENTAL TO REPLACE THE EXISTING FLOOR COVERING AT THE HOPEMONT HOSPITAL KITCHEN AREA LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV, ACCORDING TO THE ATTACHED SPECIFICATIONS.  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.  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 05/09/2012 AT 1:00 PM; RM #AD107 AT HOPEMONT HOSPITAL, TERRA ALTA, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING						

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<p>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:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/15/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV  EXHIBIT 5  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.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.  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.  WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY						

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<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON 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 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</p>						

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<p>IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON 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 &amp; 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 ALUMINU 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</p>						

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<p>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 &amp; 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> <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>						

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<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> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

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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 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>						

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
HOP12150

PAGE
10

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>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 WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</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
HOP12150

PAGE
11

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				ROBERTA WAGNER/FILE 22		
REQ. NO.:				HOP12150		
BID OPENING DATE:				MAY 31, 2012		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----						

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  
 HOP12150

PAGE  
 12

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/23/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HOP12150 ***** TOTAL:						

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'

## REQUEST FOR QUOTATION

I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, material & equipment to replace the existing floor tile at the Hopemont Hospital Kitchen area located at 150 Hopemont Dr. Terra Alta, WV 26764
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards.
- 1.3 Award will be made to the overall lowest bidder that meets specifications.
- 1.4 "Will", "must", and "shall" listed in this document are mandatory requirements.

2. BIDDER REQUIREMENTS:

- 2.1 A mandatory vendor prebid conference is scheduled for May 9, 2012, at 1:00 pm in the Hopemont Hospital Conference Room, room # AD 107. Failure to attend the mandatory prebid conference will result in bid rejection.
- 2.2 All bidders shall provide all labor, materials and equipment. All work shall be performed within code and specifications provided. All work shall be performed within the 90 day time frame for completion.
- 2.3 It is the bidder's responsibility to view and verify the proposed site, all

conditions and limitations prior to bidding. Vendor shall have knowledge of all code requirements and perform work in accordance with all specs. Provided. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the upgrade. Vendor shall not proceed until all nonconforming conditions have been corrected.

- 2.4 Workers' Compensation: The successful Vendor shall provide proof of from Workers' Compensation.
- 2.5 Insurance: The successful Vendor shall provide 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.
- 2.6 Bonds:  
The successful bidder shall 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 \$100,000.00. Personal or business checks are not acceptable in lieu of the performance bond, or labor and material bond.

### 3. SCOPE OF WORK:

- 3.1 Contractor shall remove any loose and hollow parts of the existing flooring. At all hollow areas, tile and existing floor shall be removed 2" deep and shall float all hollow areas with a premium thin set.
- 3.2 Contractor shall install 6"x6" American Olean – Quarry Tile - Lava Red or equal with an abrasive material to create a slip resistance surface.
- 3.3 Contractor shall install a premium latex modified fast set mortar for fast drying time.

- 3.4 Contractor shall install a premium stain resistance grout to be approved by owner.
- 3.5 Contractor shall provide and install a stainless steel adjustable and removable skirt covers around the base of 4 coolers, 1 freezer and dishwasher station. Spec's attached.
- 3.6 Contractor shall manufacture and install stainless steel trough and backsplash in the kettle cook area. Spec's attached.
- 3.7 Contractor shall trim all doorways and openings with Schluter tile trim pieces or equal to fit application of installation of tiled and poured surfaces.
- 3.8 Contractor shall cut expansion joints into existing floors, to allow expansion joints every 10-15' in all directions, and provide expansion joints in new tile installation.
- 3.9 Contractor shall cover work areas during each shift with plywood to restrict traffic and allow the area to set. Contractor shall also remove and reset legs on all equipment if necessary during tile installation. Contractor shall be responsible for moving all equipment and tables etc, and replace them.

#### 4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions during the pre-bid site inspection to determine conditions and extent of work required. No allowance will be made on behalf of the contractor for any error or negligence on his part in bidding this requirement.



- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. COORDINATION OF WORK:

- 5.1 The Contractor shall coordinate with the owner for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Owner shall prevail.
- 5.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.
- 5.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.
- 5.4 All work shall be performed between the hours of 8PM and 4AM. All tools, equipment and debris must be cleared from the work area by 4AM to ensure proper function of the kitchen during staff working hours.

## 6. WARRANTY: (GUARANTEE)

- 6.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 6.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage.

## 7. PERMITS:

- 7.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

## 8. CLEAN UP:

- 8.1 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 his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts. If dumpster is needed vendor must provide.

**9. WAGE RATES:**

- 9.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for PRESTON COUNTY pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:  
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

**10. PAYMENT SCHEDULE:**

- 10.1 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract and specs.
- 10.2 Due to the size and complexity of the project, two progressive payments will be permitted. One at 50% completion as determined by the Owner. The Contractor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid upon 100% completion and acceptance by the owner.

**11. TERM OF WORK:**

- 11.1 All work shall be complete within 90 calendar days from Notice to Proceed.

**12. DELAYS AND EXTENSION OF TIME:**

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

**13. TOOLS AND EQUIPMENT STORAGE:**

- 13.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

**14. SAFETY EQUIPMENT:**

- 14.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

**15. DAMAGES:**

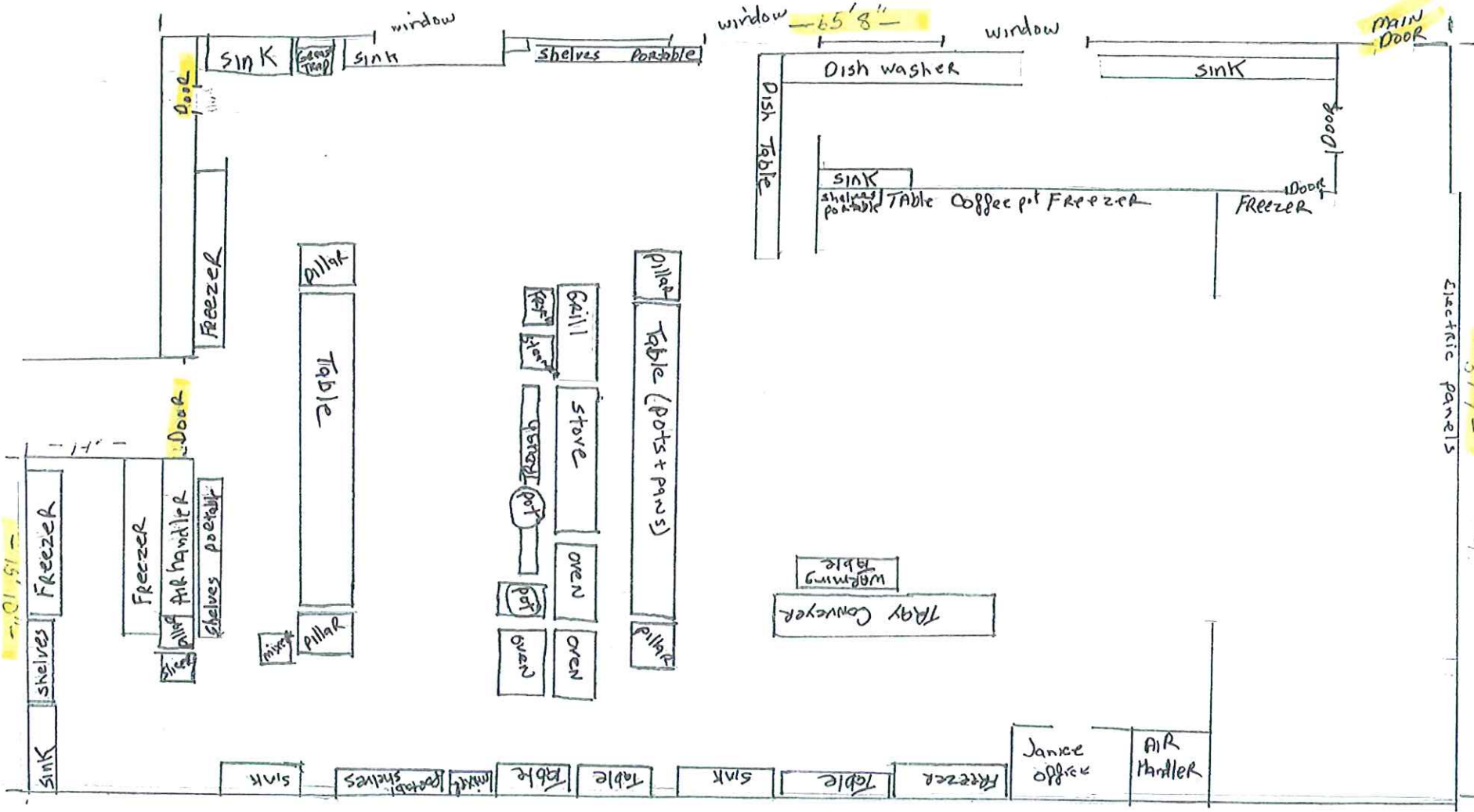
- 15.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be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

16. SCHEDULE OF BID RESPONSES:

- 16.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions described herein.
- 16.2 Vendor should provide with their bid a valid copy of their Business and Contractor licenses. Must complete and furnish the enclosed drug Free Work Place Conformance Affidavit. Failure to provide these documents will result in disqualification of your bid.
- 16.3 Upon award, Vendor shall be registered with the State Purchasing Division and the WV SOS office and be in good standing with the State of WV Business Insurance, W/C, etc.

7/12/12

0021



expansion of every 16'

SKirting for Dishwasher, coolers. <sup>4/16/12</sup>

Dishwasher

$\underline{205''}$   $\overline{35\frac{1}{4}''}$   $7\frac{1}{4}''$  High.

Cooler # 3 by Coffee pot

$\underline{79''}$   $\overline{35''}$   $6\frac{1}{2}''$  High

Cooler # 2 Traulsen.

$\underline{76\frac{3}{8}''}$   $\overline{35''}$   $6\frac{3}{8}''$  High

Cooler # 3

$\overset{120''}{\underline{76\frac{3}{8}''}}$   $\overline{32''}$   $6''$  High

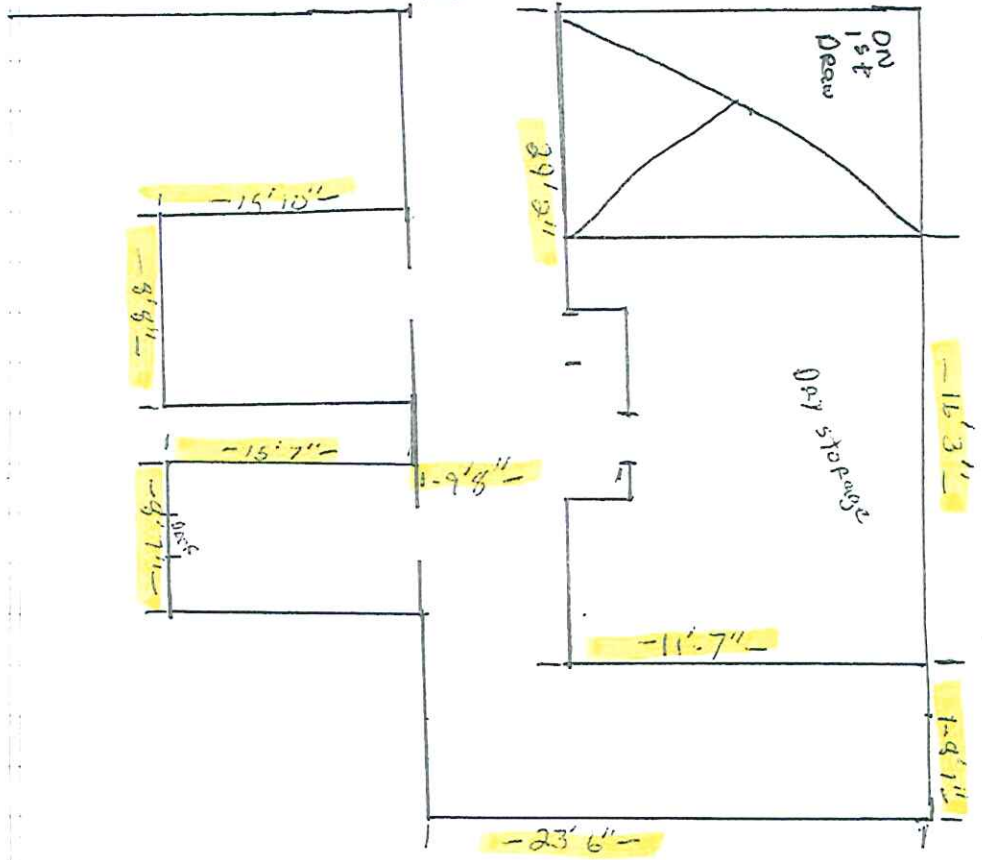
Trough

$\underline{184''}$   $\overline{43''}$

20 gauge stainless steel

4/16/12

Kitchen  
Door





**STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET**

Buyer: RW22	Page:	Requisition or P.O. No.: HOP12150	<b>0024</b>
Spending Unit: WVDHHR/Hopemont Hospital			

Vendor: \_\_\_\_\_

Bid to provide all labor, materials, and equipment to replace the existing floor tile (approximately 4600 square feet) at The Hopemont Hospital Kitchen area.

Award will be made to the overall lowest bidder that meets specifications.

Lump Sum Bid \$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

Remit to Address: \_\_\_\_\_  
\_\_\_\_\_

Phone# \_\_\_\_\_

Fax# \_\_\_\_\_

E-mail: \_\_\_\_\_

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



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

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)

\_\_\_\_\_  
 (Name of Principal)  
 By \_\_\_\_\_  
 (Must be President or Vice President)  
 \_\_\_\_\_  
 Title

(U)  
 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 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. HOPI2150

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** \_\_\_\_\_