

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:	Yes
BUYER:	Jessica Burns-McDonnell email to: Jessica.L.Burnsmcdonnell@wv.gov
SOLICITATION NO.:	ARFQ DCR24*102
BID OPENING DATE:	May 2, 2024 5/1/2024
BID OPENING TIME:	10:30 AM EST
FAX NUMBER:	304-558-1426

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer’s specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor’s bid.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm’s bid being rejected.

7. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

9. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

 - 2.4. "Director"** means the Director of the West Virginia Division of Administrative Services.

 - 2.5. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

 - 2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

 - 2.7. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

10. **ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

18. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

19. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

30. LICENSING: In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

34. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JB Bennett, Corporate Account Manager II

(Name, Title)

JB Bennett Corporate Account Manager II

(Printed Name and Title)

1 Ecolab Place, St. Paul, MN 55102

(Address)

248-752-6564 / 651-306-5429

(Phone Number) / (Fax Number)

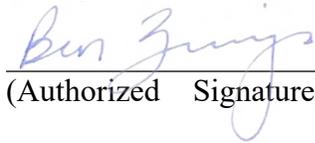
JB.Bennett@ecolab.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Ecolab Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Ben Zuniga, Bid Contracts Manager I

(Printed Name and Title of Authorized Representative)

4/26/2024

(Date)

651-795-4378 / 651-306-5429

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Ecolab Inc.

Company

Ben Zungis

Authorized Signature

4/26/2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Laundry Dispensing Equipment, Service and Supplies - ARFQ 0608 DCR24*102

Item #	Product	Name of Product if bidding Alternative	Count Per Case	Size per Case	Case Price	* Estimated Annual Quantity on Ounces
3.1.1.1	Detergent, Solid, Low Temp Laundry Solid Sour with Iron Control - Ecolab 6101757 or equal		2	6LB	123.3	192
3.1.1.2	Destainer: Liquid chlorine bleach laundry destainer- Ecolab Eco- Star destainer 6116144 or equal	6200318 TURBOBRITE 208L/55GL	1	55GL	407.02	183,040
3.1.1.3	Neutralizer: Liquid laundry Neutralizing Sour- Ecolab 6116159 Eco-Star Sour or equal	6102175 LIQUID LAUNDRY SOUR W-IRON CNTRL 15 GAL	1	15GL	379.39	1,920
3.1.1.4	Detergent: Liquid Non Chlorine Bleach Alternative- Ecolab 6116527 Tri-Star OxyBrite or equal		1	5GL	122.35	7,040
3.1.1.5	Detergent: Liquid, Laundry Alkali Booster- Ecolab 6116558 Tri-Star Break III or equal	6102151 LIQUID LAUNDRY BUILDER - 5 GAL	1	5GL	129.05	9,600
3.1.1.6	Laundry Fabric Softener - X Static Woody Floral - Ecolab 6110317 or equal		12	150G	214.63	560
3.1.1.7	Solid Laundry Detergent – Ecolab Low temperature laundry solid chlorine sanitizer, Ecolab 6100975 or equal		2	4LB	76.42	17,970
3.1.1.8	Liquid Laundry Detergent: Enzymatic Special Ecolab 6100914 or equal		1	5GL	168.26	12,800
3.1.1.9	Liquid Laundry softener: Ecolab 6114310 Tri-Star So Fresh or equal		1	5GL	84.95	117,760
3.1.1.10	Laundry stain remover – Laundry Destainer: Ecolab 6114508 or equal	6102018 HS SLD LNDR DT CS BLC 4-3LB	4	3LB	197.57	83
3.1.1.11	Bleach – Laundry Destainer – Ecolab 6115982 or equal		1	5GL	37.96	13,440
3.1.1.12	Solid Laundry Softener: Ecolab 6116001, Solid Navisoft or equal	6102327 SOLID LAUNDRY SOUR SOFT - 2-6 LB	2	6LB	115.4	27,456
3.1.1.13	Liquid Laundry Detergent – Tri-star flexylite – Ecolab 6116326 or equal	6100916 HOMESTYLE LIQUID LDY DETER 2.5GL	1	2.5GL	155.19	10,880
3.1.1.14	Solid Color Bleach – Ecolab 6101753 or equal		2	3LB	79.9	4,800
3.1.1.15	Stain Remover – Laundry Dry Bleach – Ecolab 6117707 or equal	6101958 HS CHL BLE PK - 1-60-0.7 OZ	60	0.7oz	26.83	720
3.1.1.16	Detergent: Solid Laundry Detergent- Ecolab 6117905 Solid Surge Plus or equal	6102325 SOLID LAUNDRY DETERGENT - 4-9 LB	4	9LB	160.41	237,888
3.1.1.17	Liquid Laundry Detergent – Liquid Laundry Plus – Ecolab 6101849 or equal		1	5GL	125.73	142,080
3.1.1.18	Solid Laundry Detergent – Home Style Solid Laundry Detergent – Ecolab 6100150 or equal	6101659 HS SOLID LAUNDRY DETERGENT 4-3LB	4	3LB	115.9	3,840
3.1.1.19	Stain Remover - Stainblaster Multipurpose - Ecolab 6100370 or equal		4	22oz	70.82	440
3.1.1.20	Stain Remover - Stainblaster Specialty - Ecolab 6100372 or equal		4	22oz	84.43	88
Total						

Bidder/Vendor Information:

Name: Ecolab Inc.
Address: 1 Ecolab Place
St. Paul, MN 55102
Phone No.: 651-795-42378
Fax No.: 651-306-5429
Email Address: gov.sales@ecolab.com
Authorized Signature
<i>Ben Zuniga, Bid Contracts Manager I</i>

* Estimated Quantities for Bid Evaluation Purposes Only.

**Exhibit B - Laundry Dispensing Equipment, Service, and Supplies
Nationally Certified Laundry Technicians**

	Name	Address	Telephone
1	Allen Ramsey	Beckley, WV	1-800-352-5326
2	Jeffrey Harris	Clarksburg, WV	1-800-352-5326
3	Gene Pullin	Covington, VA	1-800-352-5326
4	Mike Loveland	Cross Junction, VA	1-800-352-5326
5	Buddy Miller	French Creek, WV	1-800-352-5326
6	Alex Cochran	Kingwood, WV	1-800-352-5326
7	John Marking	Moundsville, WV	1-800-352-5326
8	Gregory Oxley	Parkersburg, WV	1-800-352-5326
9	Michael White	Princeton, WV	1-800-352-5326
10	Chad Stewart	Proctorville, OH	1-800-352-5326
11	Michael Mahan	Wellsburg, WV	1-800-352-5326
12	William Corbett	Williamstown, WV	1-800-352-5326
13			
14			
15			
16			
	Bidder/Vendor Information:		
	Name:	Ecolab Inc.	
	Address:	1 Ecolab Place	
		St. Paul, MN 55102	
	Phone No.:	651-795-4378	

	Fax No.:	651-306-5429	
	Email Address:	gov.sales@ecolab.com	
	Authorized Signature		
	Ben Zuniga, Bid Contracts Manager		

Failure to use this form may result in disqualification

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §15A-3-14, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ecolab Inc.

Authorized Signature: *Ben Young* Date: 4/29/2024

State of Minnesota

County of Dakota, to-wit:

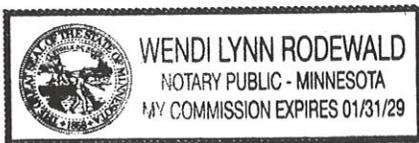
Taken, subscribed, and sworn to before me this 29 day of April, 2024.

My Commission expires January 31st, 2029.

AFFIX SEAL HERE

NOTARY PUBLIC

Wendi Lynn Rodewald



REQUEST FOR QUOTATION
ARFQ- 0608 DCR24*102
Laundry Dispensing Equipment, Services, and Supplies

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The WV Division of Administrative Services is soliciting bids on behalf of the WV Division of Corrections and Rehabilitation (hereafter referred to as DCR) to establish an open-ended contract to supply laundry dispensing equipment, service, detergent, and other supplies as specified in this RFQ.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals and used to evaluate the solicitation.
 - 2.3 **“MSDS”** means material safety data sheet.
 - 2.4 **“Back-siphonage”** is an occurrence when higher pressure fluids, gases, or suspended solids move to an area of lower pressure fluids.
 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the WV Division of Administrative Services.
 - 2.6 **“Statewide”** means that the Vendor must provide services and commodities to all the WV Division of Corrections and Rehabilitation facilities in the state on the list provided.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-ended and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Item Specifications**
 - 3.1.1.1 **Solid Detergent - Low temp Laundry Solid Sour with Iron Control Ecolab 6101757 or equivalent.**
 - 3.1.1.1.1 Product shall have a solid sour/neutralizer with static control agents.
 - 3.1.1.1.2 Product shall ensure correct final rinse pH helping to prevent skin irritation.

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3.1.1.1.3 The product shall have a fresh, clean smell.

3.1.1.2 Destainer: Liquid chlorine bleach - Eco-Star Destainer Ecolab 6116144, or equivalent

3.1.1.2.1 The product shall be phosphate free.

3.1.1.2.2 Product shall be concentrated chlorinated bleach.

3.1.1.2.3 Product shall restore natural whiteness and remove stains.

3.1.1.2.4 Product shall perform in a wide range of wash temps as well as hard water.

3.1.1.3 Neutralizer: Liquid laundry Neutralizing Sour - Eco-Star Sour (institutional)– Ecolab 6116159, or equivalent

3.1.1.3.1 Product shall prevent staining and graying.

3.1.1.3.2 The product shall be phosphate free.

3.1.1.3.3 Product shall have a concentrated sour and iron controlling agent formulated to work effectively in a wide range of washroom conditions.

3.1.1.3.4 Product shall adjust PH of linens to minimize the potential for skin irritation by dissolving residual water hardness.

3.1.1.4 Detergent: Liquid Non-Chlorine Bleach Alternative - Tri-Star Oxy Brite Ecolab 6116527 or equivalent

3.1.1.4.1 The product shall be phosphate free.

3.1.1.4.2 Product shall be biodegradable.

3.1.1.4.3 Product shall efficiently remove stains on all washable fabrics.

3.1.1.4.4 The product shall be a liquid oxygen-based bleach.

3.1.1.5 Detergent: Liquid Alkali Booster - Tri-Star Break III-Xtra Ecolab 6116558 or equivalent

3.1.1.5.1 Product shall inhibit scale formulation.

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3.1.1.5.2 Product shall be biodegradable.

3.1.1.5.3 Product shall control water hardness and yellowing.

3.1.1.5.4 The product shall be a concentrated liquid alkaline builder with advanced water conditioning polymer technology.

3.1.1.6 Laundry Fabric Softener – X static Woody Floral Ecolab 6110317 or equivalent

3.1.1.6.1 Product shall deliver powerful static control with enhancing softening.

3.1.1.6.2 The product shall be phosphorus free.

3.1.1.6.3 Product shall be a solid block and consumed during drying cycle.

3.1.1.7 Solid Laundry Detergent – Ecolab Low temperature laundry solid chlorine sanitizer, Ecolab 6100975 or equivalent

3.1.1.7.1 Product shall provide excellent bleaching, preserve linen integrity, and strength.

3.1.1.7.2 Product shall be phosphate free and NPE free.

3.1.1.8 Liquid Laundry Detergent: Enzymatic Special Ecolab 6100914 or equivalent

3.1.1.8.1 Product shall be a liquid neutral enzymatic detergent that contains a blend of surfactants and enzymes for excellent soil removal.

3.1.1.8.2 Product shall contain water conditioners and optical brighteners.

3.1.1.8.3 Product shall remove body soils, food soils, athletic soils etc.

3.1.1.9 Liquid Laundry Softener: Tri Star So Fresh Ecolab 6114310 or equivalent

3.1.1.9.1 Product shall Leave linens soft and static free.

3.1.1.9.2 The product shall be phosphate free.

3.1.1.9.3 Product shall contain detergent components that are biodegradable.

3.1.1.9.4 The product shall be formulated to perform in a wide range of wash temps as well as hard water.

3.1.1.10 Laundry stain remover – Laundry Destainer: Ecolab 6114508 or equivalent

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Laundry Dispensing Equipment, Services, and Supplies

3.1.1.10.1 Product shall be a solid that prevents usage problems associated with liquid bleaches: spillage, linen damage, thinning of cotton fibers and theft.

3.1.1.10.2 Product shall not lose its bleaching power over time.

3.1.1.10.3 Product shall be for home-style washers.

3.1.1.11 Bleach – Laundri Destainer Ecolab 6115982 or equivalent

3.1.1.11.1 Product shall work in all water temps but works best in temps over 120F.

3.1.1.11.2 Product shall restore natural whiteness to fabrics and eliminate dull and dingy build- up.

3.1.1.12 Solid Laundry Softener – Solid Navisoft Ecolab 6116001 or equivalent

3.1.1.12.1 The product shall be phosphate free.

3.1.1.12.2 Product shall contain detergent components that are biodegradable.

3.1.1.12.3 Product shall contain souring agents that optimizes pH of finished linens.

3.1.1.13 Liquid Laundry Detergent – Tri-Star flexylite Ecolab 6116326 or equivalent

3.1.1.13.1 Product shall be low alkaline detergent specially formulated for lightly soiled linens.

3.1.1.13.2 Product shall treat fabrics gently, promoting increased softness and longer life.

3.1.1.13.3 Product shall have a soft fragrance that leaves linens smelling fresher clean.

3.1.1.14 Solid Color Bleach – Ecolab 6101753 or equivalent

3.1.1.14.1 Products must be effective in alkaline environments.

3.1.1.14.2 Product must provide color-safe laundry destaining in stable solid formula.

3.1.1.15 Stain Remover – Laundri Dry Bleach Ecolab 6117707 or equivalent

3.1.1.15.1 Product must be powdered organic bleach with fast dissolving crystals.

3.1.1.15.2 Product must remove stubborn stains and help eliminate yellowing and graying.

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Laundry Dispensing Equipment, Services, and Supplies

3.1.1.16 Detergent: Solid Laundry Detergent – Solid Surge Plus NP Ecolab 6117905 or equivalent

3.1.1.16.1 Product must be soluble in hot water and partially in cold water.

3.1.1.16.2 Product must perform in water hardness of 8 grains per gallon and be phosphate free.

3.1.1.16.3 Product shall combine alkalinity, water conditioners, optical brighteners and a wetting agent.

3.1.1.17 Liquid Laundry Detergent – Liquid Laundry Plus Ecolab 6101849 or equivalent

3.1.1.17.1 Product must be a liquid detergent that breaks up tough stains and boosts performance.

3.1.1.17.2 Product must be formulated with non-ionic surfactants and conditioners.

3.1.1.17.3 Product must be phosphate free.

3.1.1.17.4 Product must be biodegradable.

3.1.1.18 Solid Laundry Detergent – Home Style Solid Laundry Detergent – Ecolab 6100150 or equivalent

3.1.1.18.1 Product must have surfactants, enzymes, water conditioners and optical brighteners.

3.1.1.18.2 Product must have a mild alkalinity that is safe for personal and home-style washers.

3.1.1.18.3 Product must have anti-redeposition agents ensure that the solids go down the drain and not back on to the linens.

3.1.1.19 Stain Remover – Stainblaster Multipurpose – Ecolab 6100370 or equivalent

3.1.1.19.1 Product shall be for use on soils and stains such as food, grease, oil, lipstick, and body soil stains.

3.1.1.19.2 Product shall help to prevent rewash.

3.1.1.19.3 Product shall have a citrus odor.

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3.1.1.20 Stain Remover – Stainblaster Specialty – Ecolab 6100372 or equivalent

3.1.1.20.1 Product shall be for use on foundation make-up, baseball clay, and sunscreen stains.

3.1.1.20.2 Product shall provide professional stain-fighting performance.

3.1.1.20.3 Product shall protect linen.

3.1.2 Vendor shall provide the following items with their bid response:

3.1.2.1 Product information which describes the product usage instructions

3.1.2.2 Manufacturer's recommended product usage rates for medium soil conditions.

3.1.2.3 Material Safety Data Sheets (MSDS).

3.1.3 Vendor Mandatory Requirements

3.1.3.1 Vendor shall have a minimum of five (5) years' experience in commercial laundry materials for use in correctional facilities.

3.1.3.2 Vendor should employ a nationally certified laundry technician as per the National Association of Institutional Linen Managers to perform the technical services of the contract.

3.1.3.3 Vendor shall provide a detailed description of the inspection services performed by the laundry technician.

3.1.4 Laundry Technician Requirements

3.1.4.1 The nationally certified laundry technician is required to provide the following services:

3.1.4.2 Vendors are required to identify the nationally certified laundry technician(s) on the attached information sheet. (Exhibit B). Information should be provided with the bid; however, this information must be received prior to the contract award.

3.1.4.3 Laundry technician will (a) instruct laundry personnel in the correct application of laundry materials; (b) develop wash formula to achieve cleanliness of linen at the least material cost; (c) demonstrate energy cost savings of low temperature laundry products; (d) conduct the regular inspections of the washrooms; (e) submit written reports to the facility after each inspection.

3.1.4.4 At least once per month, the laundry technician shall inspect each participating facility. During the inspections, the laundry technician shall test the wash formula concentrations

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(titration test and ph levels), water temperature and levels, identify energy savings if available, and report and equipment deficiencies to the laundry supervisor.

3.1.4.5 The laundry technician shall survey the facilities, laundry materials requirements and develop wash formulas capable of providing high levels of cleanliness. Formula shall identify the amount of product and the parts per million of the products in the wash wheel, water level and temperature, and length of the wash cycles in minutes.

3.1.4.6 In addition, when requested and within twenty-four (24) hours of such a request, the technician shall make service calls to handle problems requiring attention and correction. Service calls will be at no cost to the Agency.

3.1.5 Special Conditions

3.1.5.1 For the safety of the technician and security of the institution, the following measures are required:

3.1.5.2 The technician shall be required to have a proper identification card before entering the work area.

3.1.5.3 All persons, vehicles, toolboxes, etc. are subject to search before entering the premises.

3.1.5.4 Vendor or Vendor staff are not permitted to have any interaction with the inmates at the facilities.

3.1.5.5 Vendor and Vendor staff shall comply with all policies of each facility it is visiting.

3.1.5.6 Vendors must adhere to the facilities policy regarding tools inside of the facility.

3.1.5.7 Technicians shall be restricted to only those areas where it is necessary for the performance of the work and are not permitted in any other locations without prior consent from the Superintendent or designee.

3.1.7 Packaging

3.1.7.1 The laundry detergent shall be packaged in inventory control cartons protected by means of aluminum foil or equal overwrap designed to prevent excessive loss of available chlorine. The cartons of solids and 5-gallon pails shall be packaged in a case with the maximum total weight of sixty-five (65) pounds.

3.1.7.2 All materials shall be packaged in suitable storage containers to protect against high humidity.

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3.1.7.3 All delivered materials must be labeled clearly. Powdered materials shall be a homogenous solution and shall not gel or settle out during storage.

3.1.8 Dispensing Equipment

3.1.8.1 The Vendor shall furnish, install and maintain, and repair all dispensing equipment, at no cost to Agency. At expiration of said contract, Vendor shall remove its equipment from DCR facilities.

3.1.8.2 The Vendor shall install and service all electronic dispensers requested by the DCR facility.

3.1.8.3 All dispensers and injectors furnished by the Vendor shall be the latest line models such as are in use by other contract accounts serviced by the Vendor and installation shall be made in accordance with accepted engineering practices.

3.1.8.4 Vendor shall ensure that their installation does not create a cross connection which would allow back-siphonage into the water supply system.

3.1.8.5 The Vendor shall maintain both the liquid and solid dispensing equipment. Upon completion of the contract, the dispensing equipment shall remain on the facility site until the succeeding Vendor assumes the supply for the facility.

3.1.8.6 Should the products fail to achieve a consistently high-performance level at the usage cost as bid, the Vendor shall remove and replace all unused material from the state facility and refund the original cost of material to the facility.

3.1.8.7 Dispensing Equipment must have an automatic “out of product” alarm, alerting operators to replace materials when needed.

3.1.9 Installation of Dispensing Equipment

3.1.9.1 Immediately upon award of the contract, the Vendor shall contact the DCR facilities, statewide, to schedule installation of the dispensing equipment.

3.1.9.2 All equipment furnished by the prior Vendor shall remain in service and be properly maintained by the prior Vendor until all the prior Vendor’s compounds remaining in the DCR facilities stocks are consumed, or a period of thirty (30) days, whichever occurs first. The previous Vendor will accept return of merchandise and issue a credit to the facility for stock that would not be compatible with a change in dispensing equipment.

3.1.9.3 It shall be the responsibility of the new Vendor to remove, pack and have available for pick-up all dispensing equipment of the previous Vendor. The new Vendor shall plug all holes not to be used in installing their own equipment.

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Laundry Dispensing Equipment, Services, and Supplies

3.1.9.3.1 The dispensing equipment and installation shall be of such design that the units may be removed at the termination of the contract period without interruption of the service or without additional cost for parts or labor. Successful Vendor of this contract shall at the end of the contract period leave their dispensing equipment at each site to allow the new Vendor to install their brand of dispensing equipment. Vendor shall allow a minimum of thirty (30) days for such transition period. At the end of the thirty (30) day period, the Vendor will accept return of merchandise and issue a credit to the facility for stock that would not be compatible with a change in dispensing equipment.

3.1.9.4 The dispensers and injectors shall be of new or certified remanufactured quality, maintained in good operating condition, and shall be properly installed.

3.1.9.5 A minimum of three products must be dispensed directly from their shipping cartons.

3.1.9.6 One dispenser must serve a minimum of two machines with a single hose to each machine unless the facility otherwise directs.

3.1.9.7 The system must be capable of producing a productivity report and current dispensing data.

3.1.9.8 Dispensing cabinet totally enclosed with a tamper resistant lock.

3.1.9.9 The system must operate on 120 V/AC and an approved vacuum breaker.

3.1.9.10 The cost of installing dispensing equipment shall be factored into the unit pricing and included in pricing on the Pricing Page.

3.1.10 Scheduled Services

3.1.10.1 The Vendor shall provide regular inspections of equipment at each DCR facility statewide at no cost to the agency. The schedule must be mutually agreed upon by the Vendor and each DCR facility. At a minimum, the Vendor shall:

3.1.10.2 Inspect and properly maintain all dispensing equipment whether supplied by the Vendor.

3.1.10.3 Check all laundry machines in operation at the DCR facility, including the functioning of mechanical parts, gauges, valves, and cleanliness of wash, and make such adjustments as are necessary.

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Laundry Dispensing Equipment, Services, and Supplies

3.1.10.4 Instruct institutional personnel in the proper use of laundry machines and dispensing equipment, as well as the materials used therein.

3.1.10.5 Submit to the business manager of the institution a written service report at the time of each call, listing the service performed and any recommendation for corrective action to be taken by the institution.

3.1.10.6 When requested, and within twenty-four (24) hours of such request, the Vendor shall make service calls to handle problems requiring attention or corrective action.

3.1.11 Toxicity

3.1.11.1 The ingredients used in formulating the compounds shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compounds provided shall meet all safety and health requirements of all applicable government agencies.

3.1.12 Service Representatives

3.1.12.1 Each service representative shall have a minimum of one (1) year of experience in the installation, service, and maintenance of this type of equipment.

3.1.12.2 The successful Vendor shall supply a number of service representatives needed for the Division of Corrections and Rehabilitation that can service facilities statewide.

3.1.12.3 All information mandated on service representatives as outlined in this RFQ must be provided prior to award. See Exhibit B.

3.1.13 The name and location of each Division of Corrections and Rehabilitation facility is listed on Exhibit A. Some of the facilities may not require products initially but should they request them in the future the Vendor shall provide the contract items, at contract price, and install laundry dispensing equipment.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract

REQUEST FOR QUOTATION
ARFQ- 0608 DCR24*102
Laundry Dispensing Equipment, Services, and Supplies

Items meeting the required specifications. The Agency reserves the right to award in whole or in part.

4.2 Pricing Page: Vendor should complete the Pricing Page by entering prices as outlined on the attached pricing page (Exhibit A). Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.L.Burnsmcdonnell@wv.gov.

4.3 Consumer price index (CPI): Contract shall be for a base period of one (1) year, with four (4) one (1) year renewal options. Automatic renewals are prohibited. The vendor and agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) months from the date of the award of the contract.

After the expiration of the initial twelve (12) contract month period. The vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing. Said price adjustment will be evaluated based on the prior year consumer price index (CPI) compared to the current year CPI, or 3%, whichever is less. All price adjustments must be approved by the Agency prior to implementation, at the Agency's sole discretion. Approval of price adjustments

4.4 Piggyback clause: The West Virginia Division of Corrections and Rehabilitation reserves the right to extend the terms, conditions, and prices of this contract to other Agencies/Institutions who express an interest in piggybacking this contract. Each of the piggyback Agencies/Institutions will issue their own purchasing documents for the goods/services. Vendor agrees that the West Virginia Division of Corrections and Rehabilitation shall bear no responsibility or liability for any agreements between Vendor and the other Agency/Institutions who desire to exercise this option.

4.5 Confidentiality Policies and Information Security Accountability: Vendor agrees to adhere to the Confidentiality Policies and Information Security Accountability Requirements which can be found at <https://www.state.wv.us/admin/purchase/privacy/>. At the Agencies discretion, the Agency can require the Vendor and its employees to execute the Confidentiality Agreement.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure

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internet ordering portal/website. If Vendor has the ability to accept on-line orders, it shall include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the pricing originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing DCR Facility orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver orders within fourteen (14) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Deliveries longer than fourteen (14) days shall be considered unsatisfactory. Bids which specify a shipping date of over fourteen (14) days after receipt of order may be disqualified.

6.2 Late Delivery: The DCR Facility placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an DCR Facility will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

6.3 Delivery Payment/Risk of Loss: All order delivery shall be F.O.B. destination to the DCR Facility's location. Vendor shall include the cost of order delivery charges in its bid pricing and is not permitted to charge the DCR Facility separately for such delivery.

6.4 Return of Unacceptable Items: If the DCR Facility deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the DCR Facility to arrange for the return and reimburse DCR Facility for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the DCR Facility with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the DCR Facility's location. The returned product shall either be replaced, or the DCR Facility shall receive a full credit or refund for the purchase price, at the DCR Facility's discretion.

6.5 Return Due to DCR Facility Error: Items ordered in error by the DCR Facility will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendors shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a

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resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 MISCELLANEOUS:

7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ.

7.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 Reports: If requested by the Agency, the Vendor shall provide quarterly reports and annual summaries to the DCR Facility showing the DCR Facility's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor shall list its Contract manager and his or her contact information below.

Contract Manager: JB Bennett

Telephone Number: 248-752-6564

Fax Number: 651-306-5429

Email Address: JB.Bennett@ecolab.com