



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
PSH80197

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

Multiplex, Inc.
P. O. Box 505
Summersville, W.V. 26051

HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE
BECKLEY, WV
25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/16/2008				
BID OPENING DATE: 02/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** BID BOND REQUIRED WITH BID SUBMISSION ***** MANDATORY PRE-BID MEETING WILL TAKE PLACE ON 1/30/2008 AT 11:00 AM IN THE PINECREST HOSPITAL CONFERENCE ROOM. ***** PLEASE NOTE THAT THE PROJECT MANUAL AND DRAWINGS ARE AVAILABLE FROM BLACKWOOD ASSOCIATES, INC., 611 EAST PARK AVENUE, FAIRMONT, WV 26554. *****						
0001	1	JB		910-65		
RENOVATION OF THE TB UNIT AT PINECREST HOSPITAL						
THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES IS REQUESTING QUOTATIONS TO PROVIDE ALL LABOR EQUIPMENT, SUPPLIES AND ANYTHING INCIDENTAL TO THE RENOVATION OF A TB UNIT AT PINECREST HOSPITAL, 105 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801 AS SPECIFIED IN THE PROJECT DRAWINGS AVAILABLE FROM BLACKWOOD ASSOCIATES, INC. 611 EAST PARK AVENUE, FAIRMONT, WV 26554.						
THERE WILL BE A MANDATORY, ON-SITE PREBID CONFERENCE						

RECEIVED

2008 MAR 27 P 1:04

PURCHASING DIVISION
STATE OF WV

SIGNATURE		TELEPHONE		DATE
<i>Art Hoff, Pres</i>		304-872-6648		3-27-08
TITLE	PEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
PRESIDENT	55-0611407			

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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Multiplex, Inc.
P. O. Box 505
Summersville, W.V. 26651

HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
01/16/2008						
BID OPENING DATE: 02/21/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SCHEDULED AT 11:00 AM ON JANUARY 30, 2008. IN THE PINECREST HOSPITAL CONFERENCE ROOM. FAILURE TO ATTEND THIS MEETING WILL RESULT IN DISQUALIFICATION OF THE VENDOR'S QUOTATION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FEBRUARY 1, 2008. 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> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Ant Poff, Pres</i>				TELEPHONE 304-872-6648	DATE 3-27-08	
TITLE PRESIDENT				FEIN 55-0611407		
ADDRESS CHANGES TO BE NOTED ABOVE						
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VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 300 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.						
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 THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
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				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.		
				() 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.		
				(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 IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.		
				(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				EXHIBIT 7		
				DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
SIGNATURE	304-872-6648	3-28-08	
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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Ant Roff Pres</i>	TELEPHONE 304-872-6648	DATE 3-27-08
TITLE PRESIDENT	FEIN 55-0611407	ADDRESS CHANGES TO BE NOTED ABOVE

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EXHIBIT 9						
NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA						
THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:						
(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.						
(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.						
(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.						
REV. 11/96						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Art Poff, Pres.</i>		TELEPHONE 304-872-6648		DATE 3-27-08		
TITLE PRESIDENT		FEIN 550611407		ADDRESS CHANGES TO BE NOTED ABOVE		

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1		✓				
NO. 2		✓				
NO. 3		✓				
NO. 4		✓				
NO. 5		✓				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
..... Art Poff, President			SIGNATURE		
..... Multiplex, Inc.			COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
Art Poff Pres.	304-872-6648	3-27-08
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PRESIDENT	55-0611407	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
...03/11/08.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
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 B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME:Multiplex, Inc.....						
CONTRACTORS LICENSE NO.:WV000523.....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
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						

SIGNATURE		TELEPHONE		DATE
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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----PSH80197-----</p>						

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01/16/2008				
BID OPENING DATE: 02/21/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: -----2/21/2008-----						
BID OPENING TIME: -----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-872-1445						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Art Poff, President						
***** THIS IS THE END OF RFQ PSH80197 ***** TOTAL: \$ 1,433,600. ⁰⁰						
One Million Four hundred thirty three thousand Six hundred dollars						
DEDUCTIVE ALTERNATE NO. 1 DEDUCT <\$ 191,500. ⁰⁰ > One hundred Ninety One thousand five hundred dollars						
DEDUCTIVE ALTERNATE NO. 2 DEDUCT <\$ 105,700. ⁰⁰ > One hundred five thousand Seven hundred dollars						

SIGNATURE <i>Art Poff Pres.</i>		TELEPHONE 304-872-6648	DATE 3-22-08
TITLE PRESIDENT	FEIN 53-0611407	ADDRESS CHANGES TO BE NOTED ABOVE	

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

1. GENERAL INFORMATION:

- 1.1 The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment, supplies and anything incidental to the renovation of a TB Unit at Pinecrest Hospital, 105 South Eisenhower Drive, Beckley, WV 25801 as specified in the project drawings available from Blackwood Associates, Inc., 611 East Park Avenue, Fairmont, WV 26554.
- 1.2 All work will be in compliance with the Fire Marshall regulations and all other building codes and industry standards. Final payment will be withheld if any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 There will be a mandatory on-site prebid conference scheduled at 11:00 AM on January 30, 2008 in the Pinecrest Hospital conference room.

2. BIDDER REQUIREMENTS:

- 2.1 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the demolition. Do not proceed until nonconforming conditions have been corrected.
- 2.2 All qualified bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, and supplies and to perform the work in accordance with the bidding documents within the time set forth below.

3. SCOPE OF WORK:

- 3.1 The overall intent of this project is to renovate and construct a new TB Unit at Pinecrest Hospital per the project drawings available from Blackwood Associates, Inc., 611 East Park Avenue, Fairmont, WV 26554

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work before bidding to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.

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

5. SHOP DRAWINGS:

- 5.1 Per the project drawings available from Blackwood Associates, Inc., 611 East Park Avenue, Fairmont, WV 26554

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical and water supply from the currently installed respective system in the main facility for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the system is adequate for his requirements or supply additional temporary utility service at his own expense.
- 6.2 Any damage to the electrical or water system of the main facility resulting from misuse or abuse to the existing system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building maintenance supervisor shall prevail
- 7.2 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.
- 7.3 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.

8. WARRANTY: (GUARANTEE)

- 8.1 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.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable

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8.3 Insurance Requirements: The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The vendor shall provide proof of insurance at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- 1 For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence.
- 2 For property damage: A minimum of \$1,000,000.00 per occurrence.

9. PERMITS:

9.1 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.

10. CLEAN UP:

10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove all debris and rubbish from the work site.

11. WAGE RATES:

11.1 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 Raleigh 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>

12. PAYMENT SCHEDULE:

12.1 Based on a monthly progress payment schedule, the Contractor shall submit to the Architect one original invoice AIA Document G702 and G703 for the contracted work performed during the previous 30 day period subject to a 10% retainage. The Architect shall review and approve the invoice and send it to the owner for payment.

12.2 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

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upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 300 calendar days upon receipt of the Notice to Proceed.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 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.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 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

16. SAFETY EQUIPMENT:

- 16.1 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.

17. DAMAGES:

- 17.1 Any damages occurring to the parking lot 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.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described in the bidding document.

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 owned 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 exceeds 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.

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

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Multiplex, Inc.

Authorized Signature: _____

Art Poff
Art Poff, President

Date: 3/11/08

Bid Form**Renovation of TB Unit at Pinecrest Hospital**

Bid Proposal of Multiplex, Inc.
 (hereafter called "Bidder") organized and existing under the laws of the State of _____
West Virginia and doing business as _____

* A Corporation
 ("Insert "A Corporation", "A Partnership", or "An Individual")

To the West Virginia Department of Health and Human Resources (hereafter called "Owner"):

The Bidder, in compliance with your Notice to Contractors soliciting bonafide bids for the Renovation of TB Unit at Pinecrest Hospital, Beckley, West Virginia, having examined the Bidding Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the Project including the availability of materials and labor, hereby proposes to provide all labor, materials, tools and equipment necessary to complete the construction of the Project in accordance with the Bidding Documents (of which this Bid Form is a part), within the time set forth herein, and at the prices stated below.

The Contractor hereby agrees to commence work on the Project on or before a date to be specified in a written "Notice to Proceed" of the Owner. The Contractor agrees to fully complete the Renovation of TB Unit at Pinecrest Hospital in 300 calendar days. The Contractor also agrees, for each calendar day of delay in completion of the Project beyond the stated length construction period to be liable for and pay to the Owner liquidated damages in the amount of \$750.00 per day, subject to allowances for delays beyond the control of the Contractor, all reasons for delays properly documented and verified.

The Bidder acknowledges receipt of the following Addenda:

#1 1/31/08 #2 2/13/08 #3 2/21/08 #4 3/10/08 #5 3/14/08

BASE BID PROPOSAL: The Bidder agrees to complete all Base Bid Proposal work on the Project, as required by the Bidding Documents for the following Sum:

One million four hundred thirty three thousand (\$ 1,433,600.00)
Six hundred dollars. (Show amount in both words and figures)

In the event of a discrepancy between the wording of the Base Bid amount and the figure of the Base Bid amount, the wording shall govern.

Deductive Alternate No. 1: Omit Medical Gas System and associated power in its entirety. See Plumbing and Mechanical Drawings.

One hundred Ninety One Thousand five - DEDUCT(\$ 191,500.00)
hundred dollars (Show amount in both words and figures)

Deductive Alternate No. 2: Omit roof replacement.

One hundred five Thousand Seven - DEDUCT(\$ 105,700.00)
hundred dollars (Show amount in both words and figures)

In the event of a discrepancy between the wording of the Alternate amount(s) and the figure of the Alternate amounts(s), the wording shall govern.

UNIT PRICES:

The Unit Prices shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead, and profit. Unit prices shall be used uniformly for additions or deductions.

A. Unit Price No. 1 – Asbestos Abatement

Description: Unit Prices for asbestos abatement / disposal should any asbestos-containing materials be identified after project commences, according to Appendix 1 "Asbestos Abatement":

Unit Price 1a.	Floor tile (without mastic): \$ 6.50 / Square Foot
Unit Price 1b.	Floor tile (with mastic): \$ 6.50 / Square Foot
Unit Price 1c.	Window Glazing: \$ 16.38 / Linear Foot
Unit Price 1d.	Roofing: \$ 17.79 / Square Foot
Unit Price 1e.	Pipe Insulation \$ 17.79 / Linear Foot
Unit Price 1f.	Duct Wrap: \$ 13.71 / Square Foot
Unit Price 1g.	Plaster \$ 16.35 / Square Foot

B. Unit Price No. 2 – Plaster Patching

Description: Patch and repair existing exposed plaster walls and ceilings where damaged or cracked.

\$ 20.49 / Square Foot

C. Unit Price No. 3 – Roof Deck Replacement

Description: Remove and replace existing damaged or defective roof decking with metal decking.

\$ 34.19 / Square Foot

FAILURE TO PROVIDE COMPLETELY FILLED-IN DATA FOR ALL OF THE ALTERNATES AND UNIT PRICES INDICATED ABOVE WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

The Bidder understands that, depending upon the availability of funds, the Owner may, at its own discretion, include Alternate work in the contract awarded. The Bidder further understands that it is the intent of the Owner to award a contract on the basis of lowest Base Bid amount or the lowest Base Bid amount minus the Deductive Alternate as may solely benefit the Owner.

The Bidder has enclosed a Bid Bond for not less than 5% of the bid proposal price indicated above.

Upon receipt of written Notice of the acceptance of this bid, the Bidder agrees to promptly furnish, within 15 calendar days of Notice, satisfactory Performance and Labor and Material Payment Bonds in the amount of the Contract Price.

Respectfully submitted for: Multiplex, Inc.

(Firm Name)

Contractor's WV License Number: WV000523
(Pursuant to the WV Contractor Licensing Act 1991, 21-11-11)

By: Art Poff, President
(Signature & Title)

WV Business Registration Number: 006382

Business Address: PO Box 505 Summersville, WV 26651
SEAL (If Bid is by a Corporation)

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS
PROPERLY AUTHORIZED AGENT

State of West Virginia, County of Raleigh:

Art Poff, President

(Name of Authorized Individual Making Bid)

residing at 5 Joseph Square Summersville, WV 26651, being duly

sworn does depose and say that Multiplex, Inc.
(Give Name of Bidder or Bidders)

5 Joseph Square Summersville, WV 26651
(Business Address)

N/A, and,

N/A

(Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.)

_____ is or are the only person or
persons interested with sharing in the profits of the herein contained Bid; that the said Bid is
made without any connection or interest in the profits thereof with any other persons making
any bid or proposal for said work; that said bid is on our part, in all respects fair and without
collusion or fraud; and also that no member of, head of any department or Bureau, or
employee therein, or any employee of the State of West Virginia is directly or indirectly
interested therein.

Art Poff, President

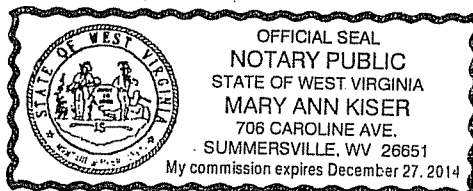
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this 11th day of March, 20 08,

before Mary Ann Kiser

Mary Ann Kiser

(Notary Public)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Multiplex, Inc.
_____ of Summersville, WV, as Principal, and United States Surety Company
_____ of Timonium, MD, a corporation organized and existing under the laws of the State of _____
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
RFQ #PSH80197 - Renovaton of TB Unit at Pinecrest Hospital - According to Plans & Specifications

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

21st day of February, 2008.

Principal Corporate Seal

Multiplex, Inc.

By Art Poff, Pres.
(Name of Principal)
(Must be President or
Vice President)

Art Poff, President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By: Gregory T. Gordon
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

UNITED STATES SURETY COMPANY

Power of Attorney Number

63282

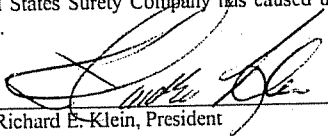
KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: **Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson**

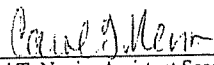
of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship: guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

No single bond shall obligate the Company in excess of the sum of Three Million Dollars (\$3,000,000).

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29th day of July, 1996.

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 28th day of June, 2007.


Richard E. Klein, President


Carol T. Nevin, Assistant Secretary



STATE OF MARYLAND
BALTIMORE COUNTY

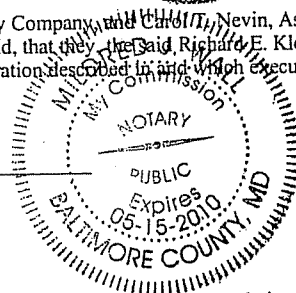
SS:

On this 28th day of June, A. D. 2007, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the foregoing Power of Attorney.

(Signed)


NOTARY PUBLIC

My Commission expires the 15th day in May, 2010.




RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29th day of July, 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and affect and has not been revoked.

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 21st day of February, 2008.


Carol T. Nevin, Assistant Secretary

