

# GREEN RIVER GROUP LLC

30x 18	8039, Morgantown, WV 26507 Telephone: 304-594-3991 Fax: 304-594-3992
	FAX TRANSMISSION LETTER
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#### IMPORTANT

Please complete the information below and affix the label to the outside of you bid envelope. Thank You

# Sealed Bid Enclosed

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#### Mail to:

WW Purchasing Division 2019 Washington St. East Charleston, WV 25305-0130



State of West Virginia Department of Administration Purchasing Division 2010 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

3045941125

# Request for A TRANSPER Quotation

HOP12094

ADDRESS COMBESPONDENCE TO ATTENTION OF HOBERTA WAGNER 3047558-0067

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

RFQ COPY TYPE NAME/ADDRESS HERE Green River Group LL PO BOX 18039 morganioun un 26501 PO BOX 18039

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	MANDATORY PRE-BID MESTIGN BUILDING AT 150 HOPEMONT RM. 224 IN THE ADMINISTRACION BUILDING AT 150 HOPEMONT DRIVE, TERRA ALTA, WV.
	PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND THE BID BOND MUST BE SUBMITTED WITH THE BID.
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	REQUEST FOR QUOTATION
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# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 8. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of Wast Virginia is exempt from federal and state taxes and will not pay or relimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govorn the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- In the event the vendor/contractor illes for bankruptcy protection, the State may deem 12. BANKRUPTCY: this contract null and void, and terminate such contract without further older.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.estate.wv.us/admin/purchaselvic/hipac.html and is thereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and information Security Accountability Requirements, set footh in http://www.state.ww.ustaemin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING; Venders must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submilling a bld to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, tille and interest in and to all causes of action it may now or hereafter acquire under the applicust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidden
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or anility submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion of Fraud. I further certify that I am authorized to sign the certification on behalt of the bidder or this bid.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchashing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Fallure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50150, Oharleston, WV 25305-0130 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division.

is sinctly prohibited (W.Va. C.S.R. \$148-1-6.6).

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TITLE

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

# Request for BEGNUMSER

HOP12094

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AUDHEGE CORNEGPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-558-0067

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

304-789-2411 FREIGHT TERLAS SHIP VIA F.O.B. TERMS OF SALE DATE PRINTED 12/02/2011 01.30PM BID OPENING TIME /10/2012 BID OPENING DATE: AMOUNT ... ITEM NUMBER UNIT PRICE t uob QUANTITY LINE IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER LOCUMENTATION TO VERIET ATTENDANCE, THE BIDDER IS RESHOWSIELE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE THE HURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTEMDANCE SHEET. ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF 12/21/2011. QUESTIONS MAY BE BUSINESS ON SENT VIA USPS, FAX, COURTER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED DRALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, BAST CHARLESTON, WV 25311 FAX: 304-558-4115

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

E-MAIL: ROBERTA.A, WAGNEROWV. GOV

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

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Request for HOP12094

PAGE 3

ROBERTA WAGNER
304-558-0067

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

FREIGHT TERMS AIV WHE F,O.Bi DATE PRINTED JERMS OF SALE 12/02/2011 01:30PM BID OPENING TIME 01/10/2012 BID OPENING DATE: AMOUNT GATO NO: UNITPRICE HEM NUMBER QUANTITY. NON LINE EXHIBIT 5 WEST VIRGINIA CODE 21-10-5 PROVIDES THAT: ANY SOLICITA-TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WIT THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI-CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. THIS CONTRACT IS TO BE PERFORMED NOTICE TO PROCEED: WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE DRDER WILL BE CONSIDERED NOTICE TO PROCEED, THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: REGHT TO CANCEL THES CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AM 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 PRESTON COUNTY PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING SER REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE TITLE



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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50 130 Charleston, WV 25305-0130

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# Request for American American Quotation

HOP12094

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

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

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

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# Request for AMERICAN STREET Quotation

HOP12094

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

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

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

# Request for pronumeers. Quotation

HOP12094

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

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

# Request for PRONUMBER

HOP12094

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ADDRESS CORRESPONDENCE TO ATTENTION OF THE ROBERTA WAGNER 04-558-0067

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

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

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# REQUEST FOR QUOTATION

#### HOP12094

# 1. GENERAL INFORMATION:

- The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment and anything incidental to the demolition, and legal disposal of all associated building material, and rubbish associated with the demolition of Conley Hall, and three (3) houses located at Hopemont Hospital, 150 Hopemont Drive, Terra Alta, West Virginia 26764.
- 1.2 All work will be in compliance with all State and Federal laws and regulations, including 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 The words "will", "must", and "shall" identify a mandatory requirement.

# 2. BIDDER REQUIREMENTS:

- 2.1 It is the vendor'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.
- Due to the size of this project, interested vendors must attend a mandatory pre-bid meeting on December 20, 2011, at 1:00 PM, at the Hopemont Hospital Administration Building, located at 150 Hopemont Drive, Terra Alta, West Virginia 26764.

# 3. SCOPE OF WORK:

- 3.1 All utilities must be disconnected and abandoned from all sites and State regulations must be followed.
- 3.2 Contractor shall completely demolish Houses 1, 2, and 3 and Conley Hall

and remove all materials from the site except masonry materials. Masonry materials may be used within the backfill sites, Masonry materials from houses and existing sidewalks may be deposited in a fill area approximately 200 yards away.

- 3.3 Contractor shall remove and legally dispose of the windows, roofing material, building fixtures, interior partitions, contents and any other building debris and rubbish associated with the demolition project at an approved landfill in compliance with State and Federal regulations.
- 3.4 The basement walls, footers and sidewalks of Houses 1, 2, and 3 shall be shattered and deposited of as described above.
- 3.5 Landscaping:
  - A. Soil must be imported to fill foundation.
  - B. Area must be graded for erosion control and positive drainage.
  - C. Area must be seeded and mulched after completion of demolition.
- 3.6 The use of explosives will not be permitted.

# 4. INSURANCE

- 4.1 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:
  - For bodily injury (including death): \$500,000.00 per person, minimum \$1,000,000,00 per occurrence.

2. For property damage: Minimum \$1,000,000.00 per occurrence.

### 5. PERMITS:

5.1 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.

### 6. WAGE RATES:

- The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for PRESTON County pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website: http://www.wysos.com/adlaw/wagerates/building06.htm
- Invoices, Progress Payments, & Retainage
- 7.1 Progressive Payments:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted. Due to the size of the project, four (4) payments will be permitted. These may be submitted at 25%, 50%, 75% and 100% completion.

The contractor shall submit invoices for payment at the completion of each stage of completion:

1<sup>st</sup> invoice - One quarter of the total amount of the contract minus 10% retainage, when 25% of the work is completed;

2<sup>nd</sup>. invoice - One quarter of the total amount of the contract minus 10% retainage, when 50% of the work is completed;

3<sup>rd</sup>. invoice - One quarter of the total amount of the contract minus 10% retainage, when 75% of the contract is completed;

4th. invoice - the final invoice may be paid for the remaining amount of the contract that should include the remaining one quarter of the amount of the contract plus the retainage when the work is 100% complete and

agreed upon with the Agency.

When progress payments are permitted, the firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report, State law forbids payment of invoices prior to receipt of services.

7.2 The Owner reserves the right to refuse payment in the event the completed work in not in accordance with industry standards or substandard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

# 8. TERM OF WORK:

8.1 Upon receipt of notice to proceed for this contract, work shall be started and completed within 60 calendar days.

# 9, DELAYS AND EXTENSION OF TIME:

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.

# 10. TOOLS AND EQUIPMENT STORAGE;

10.1 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 while on site.

# 11. SAFETY EQUIPMENT:

11.1 The Contractor shall provide safety barriers around work areas where

heavy equipment may be in operation or as required by OSHA.

# 12. DAMAGES:

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.

# 13. SCHEDULE OF BID RESPONSES:

- 13.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- No person may engage in this state or may act as a contractor, or submit a bid to perform work as a contractor, as defined in this article, unless such a person holds a license issued under the provisions of this article. No firm, partnership, corporation, association or other entity shall engage in contracting in this state unless an officer thereof holds a license pursuant to this article. A valid West Virginia Contractors License will be required from the successful bidder at the time award.

Cost Sheet - HOP12094

Total Lump Sum Bld Amount: \$ 333,182.00

Contractor's Name: Green River Group Lic

Contractor's Address: Po Box 18039 Morgantown Wr 2650,

Phone Number of Contact: 304 S9493991

Signature:

Title: Managing member

Date of Signature: 110 12

RFQ No. HOT 12014

## 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

"Debt" means any assessment, premium, penalty, fine, tex 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; municipallity; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities, "Related party" means a party, whether an Individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other Interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount:

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

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

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Green Risaff Group uc
Authorized Signature:Date:
State of WV
County of MOn, to-wit:
Taken, subscribed, and sworn to before me this 10day of Jan, 2012
My Commission expires $92113$
AFFIX SEAL HERE NOTORY PUBLIC C



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-10-5

STATE OF
COUNTY OF MOO TO-WITE
I, Steve Colvert , after being first duly sworn, depose and state as follows:
1. I am an employee of Green River Group Uc; and, (Company Name)
2. I do hereby attest that Green River Group Us (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Green River Groupuc (Company Name)
ву;
Date: 1/10/12
Taken, subscribed and sworn to before me this 10 day of Jan 2012
By Commission expires $9  21  13$
(Seal) (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF
THE BID.  Rev March 2009

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

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HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE

TERRA ALTA, WV 26764-7728

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	EXHIBIT 10
	REQUISITION NO.: HOP12094
	ADDENDUM ACKHOWLEDGEMENT
	HEREBY ACKNOWLEDGE RECEIPT OF THE FOILOWING CHECKED
	ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO
	MY PROPOSAL, PLANS AND OR SPECIFICATION, ETC.
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# **GENERAL TERMS & CONDITIONS** REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- The State may accept or reject in part, or in whole, any bid,

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes vold and of no affect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services,
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller,
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process,
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the partles.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.irs/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160,103) and will be disclosing Protected Health Information (45 CFR §160,103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entitles.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

# INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor, deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation. 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid

opening. Fallure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

3045941125

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Request	fo
Quotati	

HOP12094

PAGE 2

ROBERTA WAGNER
304-558-0067

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	HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING 150 HOPEMONT DRIVE TERRA ALTA, WV
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1.	CENTRAL RECEIVING
4	150 HOPEMONT DRIVE
ò	TERRA ALTA, WV
7	26764-7728 304-789-2411

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ADDENDUM #1 HOP12094

To respond to vendor questions as follows:

1. Vendor Question: What is the size of the structures in square footage?

Response:

Conley Hall- Approximately 12,000 sq ft x 3 floors

House#1- Approximately 4,200 sq ft

House#2- Approximately 1,600 sq ft

House#3- Approximately 3,500 sq ft

2. Vendor Question: is there asbestes abstement involved?

Response;

Asbestos was removed from all structures by Astar.

3. Vendor Question: Is there an engineer's estimate for the demolition?

Response: Information is not available.



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

3045941125

# Request for REQUEMBER

HQP12094

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

Green River Group LLC PO Box 18039 Morgantown, WV 26507

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

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

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# Request for

RFQ NUMBER HOP12094

PAGE 2

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

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

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

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# Request for Quotation

RFQ NUMBER HOP12094

PAGE 3

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

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

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# PRE-BID CONFERENCE SIGN IN SHEET

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Firm Address:	Representitive A Phone Number, Fax Number. Email Address:

CHARLY E. BUNGER + SAN TRIC 126 FART HELLY ST. KENTEWSON WU 26537 KENTEWSON WU 26537 SO4-329-1330 304-329-1371
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Phone Number	304-19	204-292-3489
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Representative Altending:

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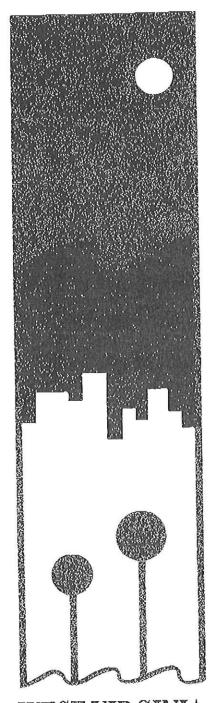
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# LICENSING

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

3045941125

WV024807

Classification:

GENERAL ENGINEERING

GREEN RIVER GROUP LLC DBA GREEN RIVER GROUP LLC PO BOX 18039 MORGANTOWN, WV 26507-8039

**Date Issued** 

**Expiration Date** 

OCTOBER 11, 2011

OCTOBER 11, 2012

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Agency Purchasing	
REQ.P.O#HOP12094	
Pand # 33422	

#### **BID BOND**

KNOW ALL MEN BY TH	HESE PRESENTS, That we, the unders	signed, Green River Group, LLC
of Morgantown	West Virginia	as Principal, and Companion Property and Casualty Insurance Company
of Reynoldsburg	Ohio a corpo	, as Principal, and Companion Properly and Casually Insurance Company oration organized and existing under the laws of the State of
South Carolina with its princip of West Virginia, as Obligee, in the	al office in the City of <u>Atlanta, GA</u> ne penal sum of <u>Twenty Eight Thousand a</u>	, as Surety, are held and firmly bound unto the State (\$28,000.00) for the payment of which,
, ,		eirs, administrators, executors, successors and assigns.
		Principal has submitted to the Purchasing Section of the
Department of Administration a c Demo of Conley Hall and Three		and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,		
hereto and shall furnish any othe	accepted and the Principal shall enter in the bonds and insurance required by the tance of said bid, then this obligation st understood and agreed that the liability	into a contract in accordance with the bid or proposal attached bid or proposal, and shall in all other respects perform the hall be null and void, otherwise this obligation shall remain in full of the Surety for any and all claims hereunder shall, in no event,
The Surety, for the valu way impaired or affected by any waive notice of any such extensi	extension of the time within which the	es that the obligations of said Surety and its bond shall be in no Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREC	OF, Principal and Surety have hereunto	set their hands and seals, and such of them as are corporations
		esents to be signed by their proper officers, this
10th day of January	, 20_12	
Principal Corporate Seal		Green River Group, LLC (Name of Principal)
		(Must be President or Vice President)
		managing member
Surety Corporate Seal		Companion Property and Casualty Insurance Company (Name of Surety)
		Alvai
		Attorney-in-Fact Andrew C. Heaner

IMPORTANT – Surety executing bonds must be Ilcensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

#### GRG

# COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202) 51 Clemson Road Columbia, SC 29229

#### GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made. Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta. Georgia: Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia: Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars) including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

	RESOLVED, that the Chairman, President or any vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.
	FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.
	In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this day of, 2011.
	Attest:  Attest:  Attest:  Attest:  COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY  By:  JudityM. Davis, Executive Vice President  STATE OF SOUTH CAROLINA COUNTY OF RICHLAND
18/1/	On this
•	I, the understands an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY ORTHER foregoing and attached Power of Attorney remains in full force and has not been revoked; and, to have the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.  Signed and sented at the City of Columbia, Dated the 10th day of January 2012
	Number 33422 Judith M. Dayls, Executive Vice President

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# Companion Property & Casualty Insurance Company

NAIC Company Code: 12157 NAIC Group Code: 667

Statutory Financial Statement As of December 31, 2008

Total Admitted Assets:	Aggregate Write-ins for Other than (avested Assets: \$	Receivables from Perent, Subsidiaries: S	Electronic Data Propositing Equipment S	Guaranty Funds Receivable or on Deposit. S	Net Defended Tax Asset: 5	Investment Income Due & Accrued: \$	Notes	Other Invested Assets, 4	Other Assels:	Funds Held by, Dae Fram with Reinsurad Companies:	Deferred Premiums & Commissions ad yel rive:	Agent's Balances or Uncalleded Reinsured Companies:	Cash & Short-term investments.	Stocks:	Bonds:	Assels
s	d Assols: S	sidianes: S	quisment S	n Deposit: S	lax Asset: 5	Accrued: §	Notes Received: §	es Assots, s								
506,563,049	14,886,547	15,598,56"	15,777	4.381 550	3,106,693	1.819.378	0	14,362,431		s 1,370,532	31,524,768	26,906,743	\$ 110,335 \$27	\$ 43,475,287	\$ 232,645,546	
Tomi Liabililies & Policyholder Surplus:	Total Policyholder Surplus	Unassigned Funds:	Gross Past in & Contributed Scriptus:	Capital Stock	Policyholder Surpus	,	Total Liebilities:	Other Liabilities:	Advenced Premiums:	Payables to Parents, Subsidiaties, & Katialess	Reincurance Payables:	s) Expenses, Tax, Licenses & Fecsi	b) Unearned Premiums:	o) Losses & L4E:	Reserved for.	Liabilities
\$ 506,589,248		5 579.486.500	e 65.517.278	176 355 422	< 4 200,000		S CARPORT	\$ 277.082.448	\$ 35.471.788	\$ \$27.617	\$ 20.37,470	6 383,043	5 28 274 287	8 65 356 402	2 (75,0%) 751	

Notes: Bonds & Stocks are valued in accordance with the besis adopted by the NAIC.

Certification: energine and belief, respectively to the file of the same ended and have been completed in accordance with the RAC Annual Statement includions and Accounting Problems and Accounting Problems. may differ, or 2) that State rules or regulations require officerance in executing not related to accounting practices and proceedings accounting to the last of their information The Officers of this reporting entry being disky swerry, each depose and soy that they are the described officers of soci reporting entity, and that in the reporting parties fabilities and of the condition and afters of the solid reporting entity as of the reporting period stated above, and of its income and deductions therefore for the period sized above, all hordrescribed assets were the absolute procedy of the said reputing early, free and objection any tens of claims thereon, except as here a stated and that this stolemets, together with related exhibits, schedules and exclamations (term contained, annoxed or referred to, is a full and true statement of all assets and Charles M. Polck, Freditors

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