



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
PSH70192

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE

 BECKLEY, WV
 25801 256-6615

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: 07/26/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION CONTRACT						
THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR PINECREST HOSPITAL TO PROVIDE A NEW WANDERING PATIENT SECURITY SYSTEM.						
PLEASE NOTE THAT THERE IS A MANDATORY PRE-BID MEETING ON SITE. THE ADDRESS IS PINECREST HOSPITAL, 105 S. EISENHOWER DRIVE, BECKLEY, WEST VIRGINIA 25801. THE DATE OF THE MANDATORY MEETING IS JUNE 28, 2006. THE TIME IS 10:00 AM. THE MEETING IS IN THE 1B CONFERENCE ROOM.						
PLEASE NOTE THE FOLLOWING ATTACHMENTS:						
1) AFFIDAVIT						
2) RFQ # PSH70192 SPECIFICATIONS						
3) WV-96 AGREEMENT ADDENDUM						
4) ATTACHMENT A						
5) ATTACHMENT A-1 (A WING FLOOR PLAN)						
6) ATTACHMENT A-2 (B WING FLOOR PLAN)						
7) ATTACHMENT A-3 (C WING FLOOR PLAN)						
8) ATTACHMENT A-4 (D WING FLOOR PLAN)						
***** PLEASE NOTE 5% BID BOND REQUIRED WITH BID SUBMISSION *****						
SCHEDULE OF EVENTS.....						
RELEASE OF THE RFQ.....6/16/2006						
MANDATORY PRE-BID MEETING ON SITE.....6/28/2006						
VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. 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 registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
 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 is automatically null and void, and is 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.
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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. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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SHIP TO

PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE

 BECKLEY, WV
 25801 256-6615

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06/13/2006				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		680-02		
<p>(DUE CLOSE OF BUSINESS).....7/5/2006 RESPONSE TO QUESTIONS/ADDENDUM ISSUED.....7/12/2006 BID OPENING.....7/26/2006</p> <p>ACCESS CONTROL SYSTEMS (POLICE)</p> <p>CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANY OTHER ALTERATIONS OR REPAIRS REQUIRED TO INSTALL AND MAINTAIN A NEW WANDERING PATIENT SECURITY SYSTEM AT PINECREST HOSPITAL, 105 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801 PER THE ATTACHED SPECIFICATIONS.</p> <p>VENDOR'S QUOTE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, SUPPLIES, TO INSTALL AND/OR CONFIGURE, PROGRAM, TEST AND TRAIN HOSPITAL PERSONNEL IN THE SYSTEM'S OPERATION. VENDOR MUST PROVIDE A DETAILED DESCRIPTION OF THE SYSTEM, QUANTITY, AND AMOUNT OF ALL MATERIALS TO SATISFY SPECIFICATIONS.</p> <p>WANDERING PATIENT SECURITY SYSTEM.....\$.....</p> <p>CONTRACTOR IS TO PROVIDE FULL MAINTENANCE ON ALL EQUIPMENT AND SOFTWARE FOR A PERIOD OF ONE YEAR.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY</p>						

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<p>EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID</p>						

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<p>OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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.....SIGNATURE						
<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

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	<p>IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF 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</p>					

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<p>PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED AND ONE CONVENIENCE COPY IS REQUESTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:-----R. WAGNER - # 22-----					
	RFQ. NO.:-----PSH70192-----					
	BID OPENING DATE:---07/26/2006-----					
	BID OPENING TIME:---1:30 P.M.-----					
***** THIS IS THE END OF RFQ PSH70192 *****						TOTAL: _____

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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 exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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: _____

Authorized Signature: _____ Date: _____

**Request for Quotation
RFQ#PSH70192**

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose

The purpose of this Request for Quotation (RFQ) is to provide all labor, materials, and equipment required to install and maintain a new wandering patient security system for Pinecrest Hospital. 105 S Eisenhower Drive, Beckley, West Virginia 25801.

Background/Location

Pinecrest Hospital is located at 105 S Eisenhower Drive Beckley WV 25801. Pinecrest Hospital is primarily a 199-bed nursing home. Pinecrest has four wings denoted as A, B, C, and D wings (See *Attachment A*). Pinecrest was built between 1928 and 1939, with units A opening first. Resident areas are primarily in the B and C wings. The system will primarily be contained to the B-C units on the first floor. All X's indicate single exit doors, and XX's denotes double doors (see *Attachment A*). Keypads will be included in the quote and be part of the installation in order to restrict access in the A and D wings.

GENERAL REQUIREMENTS

System must be designed to protect residents from risks with wandering or elopement, identify residents by name in the event of elopement, and monitor residents from the information centers with back-up area. System must promote freedom for residents to move through the facility in a safe, established perimeter. System must comply with all Building Officials and Code Administrators (BOCA) standards, standard building code, and all applicable Fire & Life Safety 101 Codes. The vendor is responsible for the complete system installation and training of the wandering prevention system. All services are to be provided at the customer site.

WANDERING SYSTEM SPECIFICATIONS

Transmitter Specifications:

- Vendor must provide a minimum of Thirty (30) Transmitters.
- Vendor must provide a minimum of one hundred fifty (150) Extra Wrist or Ankle Straps for transmitters.
- Transmitters must be wireless and battery powered.
- Transmitters must be waterproof.

System Specifications

- Two Nursing Station Consoles for each nursing unit on 1st floor (1B, 1C).
- System control panel must be able to directly control magnetic locks, elevators, and other related peripheral components.
- System Control Panel must include two to six hour battery backup.
- System Control Panel must know time of day and be programmable to lock and unlock doors at programmed times.
- System control panel must have reset codes programmable through the keypad by the user
- System must alert nursing station when residents with transmitter band on get within a five (5) foot perimeter of exits.
- System must deactivate upon activation of fire alarm. Fire alarm system is a Simplex 2120 multiplex system.

System Door Specifications-

Doors have been marked and numbered on *Attachment A through A-4*. Numbers correspond to those referenced below.

- **System** must guard following doors:
 - Back "A-B" Door – Exterior Single Door *3*
 - Front "A-B" Door – Exterior Single Door *4*

Main "B" Lobby – Exterior Double Door *5*
Medical Records "B" Door – Interior Single Door *6*
Front "B" Unit – Exterior Double Door *12*
Back "B" Unit – Exterior Single Door *13*
Front "B-C" Bend Sun Parlor – Exterior Double Door *14*
End of "C" unit door – Exterior Double Door *17*
Back "C" unit door – Exterior Single Door *18*

- **Keypads** – **Must** be installed on the following doors and must deactivate when fire alarm is activated. See **Attachment A**. Numbers correspond to those mentioned below (*NS* = Not Shown) Keypads are internally only unless stated otherwise:
 - A entrance – Exterior Double Door (Keypad – External) *1*
 - A entrance to 1st, 2nd, and 3rd floor – Interior Single Door *2*
 - Ambulance "B" – Exterior Single Door (Keypad - Internal and External) *7*
 - Hallway in "BD" (to Kitchen) – Interior Double Door *8*
 - "D" entrance to 1st, 3rd, and 4th floor – Interior Double Door *9*
 - Soiled Utility on "B" – Interior Single Door *10*
 - Soiled Utility on "B" – Exterior Single Door (Keypad - External) *11*
 - Back-bend "B-C" – Exterior Single Door *15*
 - Basement "C" – Interior Single Door (Keypad - Internal and External) *16*
 - Main "D" – Exterior Double Door (Keypad – External) *19*
 - 3B Auditorium back exit - Interior Single Door *NS*

General Specifications

- Vendor **must** provide equipment, installation, testing, training, and maintenance for the 1st year of service, and any programmable upgrades available for the 1st year of service.
- Any wire, conduit, or other incidental costs not mentioned **must** be included in quote.
- Vendor **must** attend pre-bid conference to be held at the facility.

VENDOR RESPONSIBILITIES

Vendor will be responsible for providing the following:

- 1) Vendor must bid new equipment, no exceptions.
- 2) Installation, configuration, labeling and placement of wandering patient prevention system, keypads, and any other materials specified in quote.
- 3) Vendor must provide end-user training sessions for all applicable personnel, to include commonly used system features. A special training session must be provided to the Information System Coordinator teaching all features/ capabilities of system.
- 4) Vendor must provide full warranty maintenance for all components of system for a period of one year after installation.

VENDOR'S REQUIRED EXPERIENCE/QUALIFICATIONS

Vendor must have successfully installed a minimum of three (3) similar systems in the last five (5) years. Vendor must provide name of facility, address, and contact person's name and telephone number for the place of the installation.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their Quotations.

“No Debt Affidavit”

West Virginia State Code 5A-3-1-a-(3)(d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The No Debt Affidavit should be completed, signed, and returned with the vendor's Quotation. If bidding a joint Quotation, a Debt Affidavit must be completed for both vendors.

WV Agreement Addendum-Form WV-96

Vendor shall sign this Agreement Addendum to assure that the terms and conditions of the contract award are consistent for the life of the contract. If there should be any conflict between the vendor's terms and conditions and the State Code of West Virginia - the State Code and laws of West Virginia shall prevail. The bid and addendum must have the same individual's original signature on each document.

HIPAA Agreement

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of this agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CRP § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

Wage Rates

The successful vendor shall pay the higher of the US Department of Labor minimum wage rates as established for Raleigh County pursuant to state West Virginia Code 21-5-1, et, seq.

Compliance with Law and Regulations

The vendor shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. The vendor must be governed by the laws of the State of West Virginia. The vendor shall comply with all related federal and state laws and regulations. The vendor shall comply with all applicable laws, rules, and regulations including, but not limited to those relating to hospital licenser, State and Federal labor laws and laws, rules, and policies related to the Department of Health and Human Resources.

Changes in Scope

Formal contract amendments and change orders will be negotiated by the Department with the vendor, whenever necessary, to address changes to the terms and conditions, costs of, or scope of work included under the contract. An approved contract amendment means one approved by the Department of Health and Human Resources, the Department of Administration, and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change effects the payment provision or the scope of the work performed by the Vendor. The vendor shall not change the scope of services to be conducted without the approval of the State.

Cancellation

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

Invoices and Payments

The vendor shall submit monthly invoices, in arrears, to the Accounts Payable office at Pinecrest Hospital for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

Bankruptcy

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

Bid Schedule

Vendor's quote **must** include any and all labor, material, equipment, supplies, transportation/freight costs to install and/or configure, program, test and train hospital personnel in the system's operation.

Vendor **should** include **(with the bid)** descriptive literature and address all specifications to show that vendor meets minimum requirements.

Vendor should provide **(with the bid)** a detailed description of the system components, model numbers, quantities required to satisfy specifications.

Vendor **must** have successfully installed a minimum of three (3) similar systems in the last five (5) years. Vendor **must** provide name of facility, address, and contact person's name and telephone number for the place of the installation **(with the bid)**.

- 1) _____

- 2) _____

- 3) _____

Purchase price of the wandering patient security system must include installation, training, and one full year maintenance warranty for the complete system.

Wandering Patient Security System..... \$ _____

After acceptance of the system by the hospital, Vendor **must** provide software upgrades (if applicable) to the wandering patient security system for the following three (3) years at a price not exceed \$ _____.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

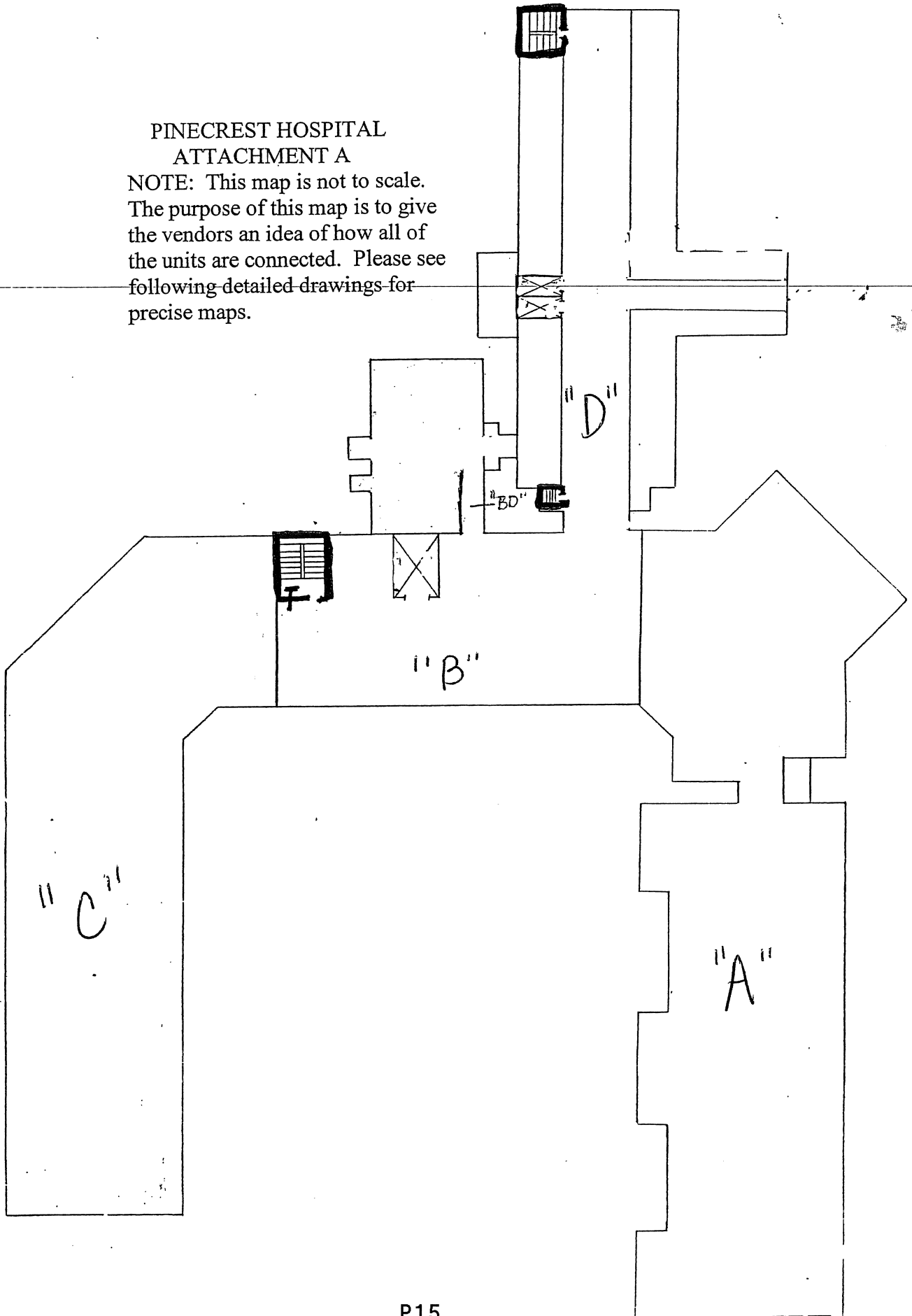
Date: _____

Date: _____

ATTACHMENT A

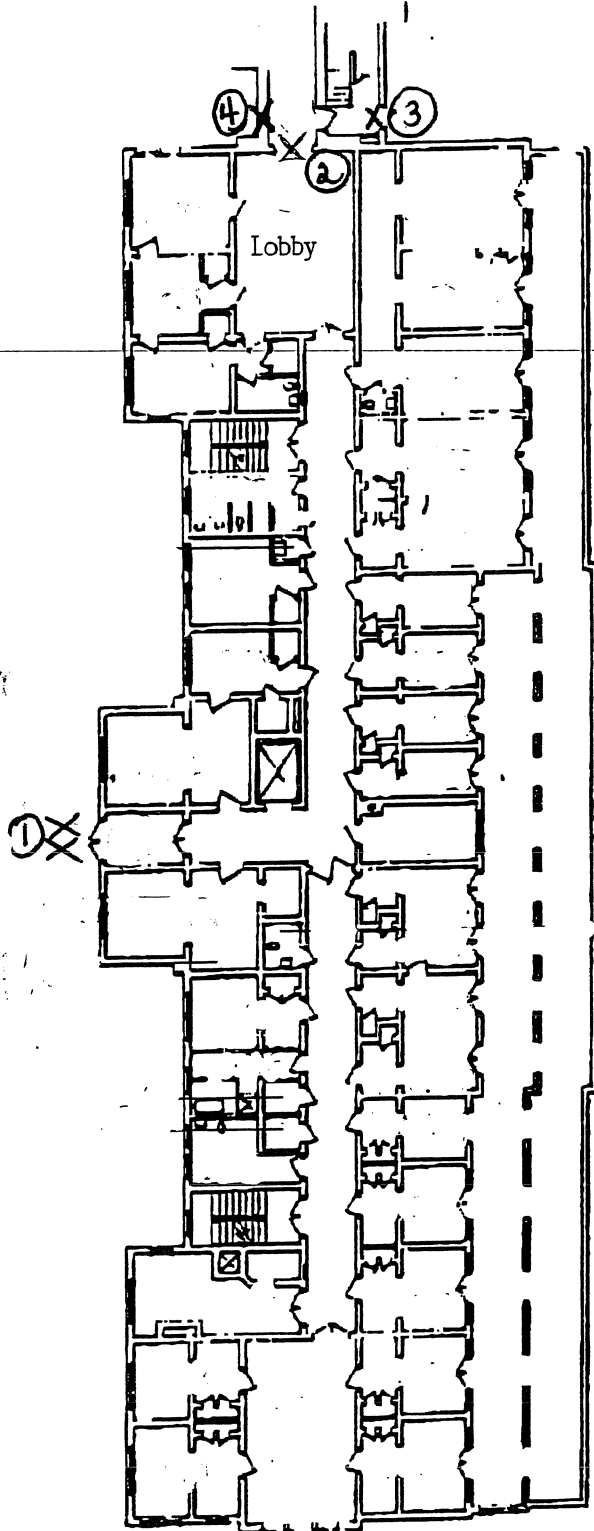
PINECREST HOSPITAL
ATTACHMENT A

NOTE: This map is not to scale.
The purpose of this map is to give
the vendors an idea of how all of
the units are connected. Please see
following detailed drawings for
precise maps.

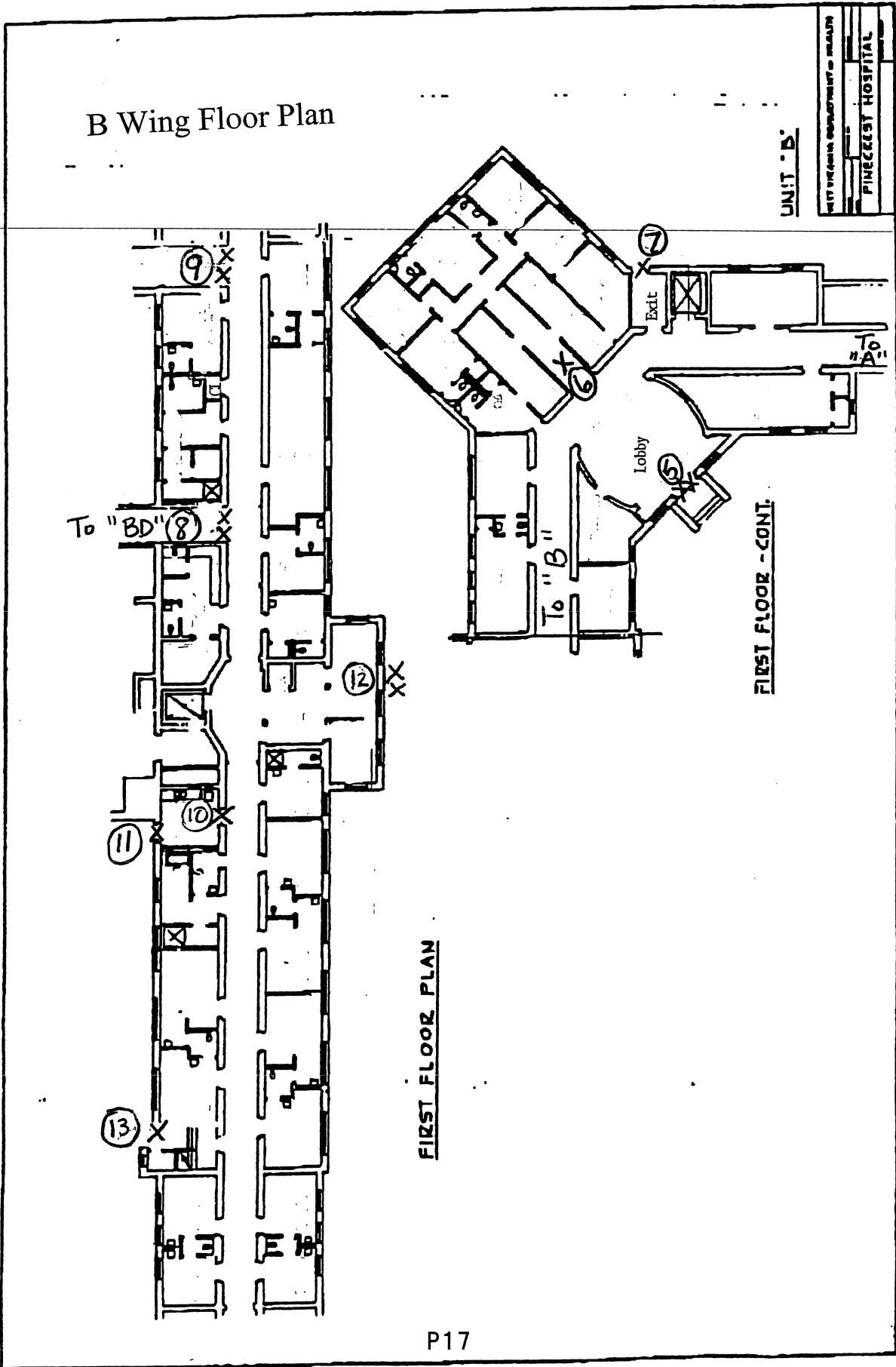


ATTACHMENT A-1

A Wing Floor Plan



PROJECT: - ADPTAS
DATE: 08/11/00
BY: ARCHITECTURAL SERVICES INC.
CHECKED: [Signature]
DATE: 08/11/00



B Wing Floor Plan

UNIT - B.

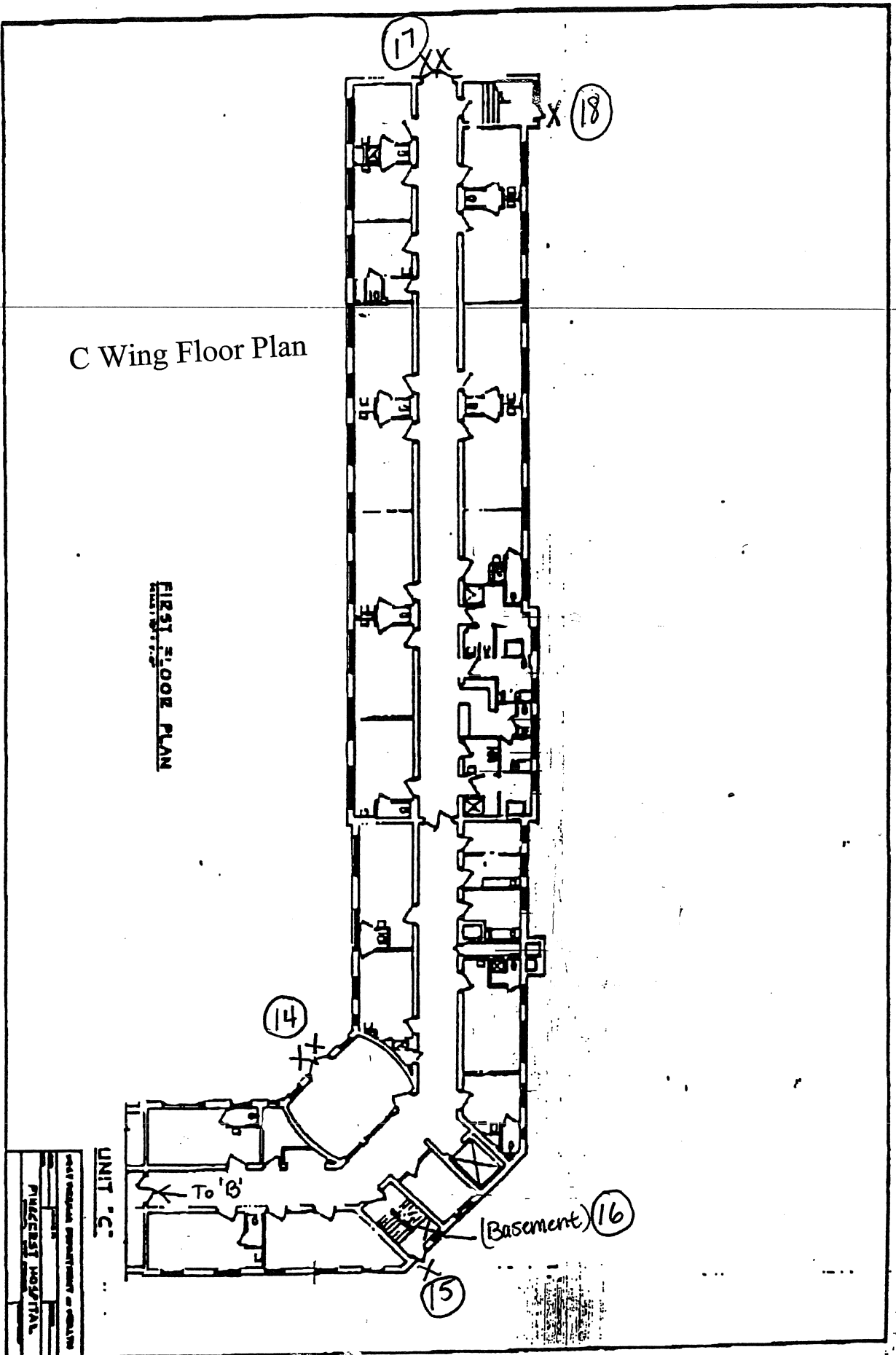
PINECREST HOSPITAL

FIRST FLOOR PLAN

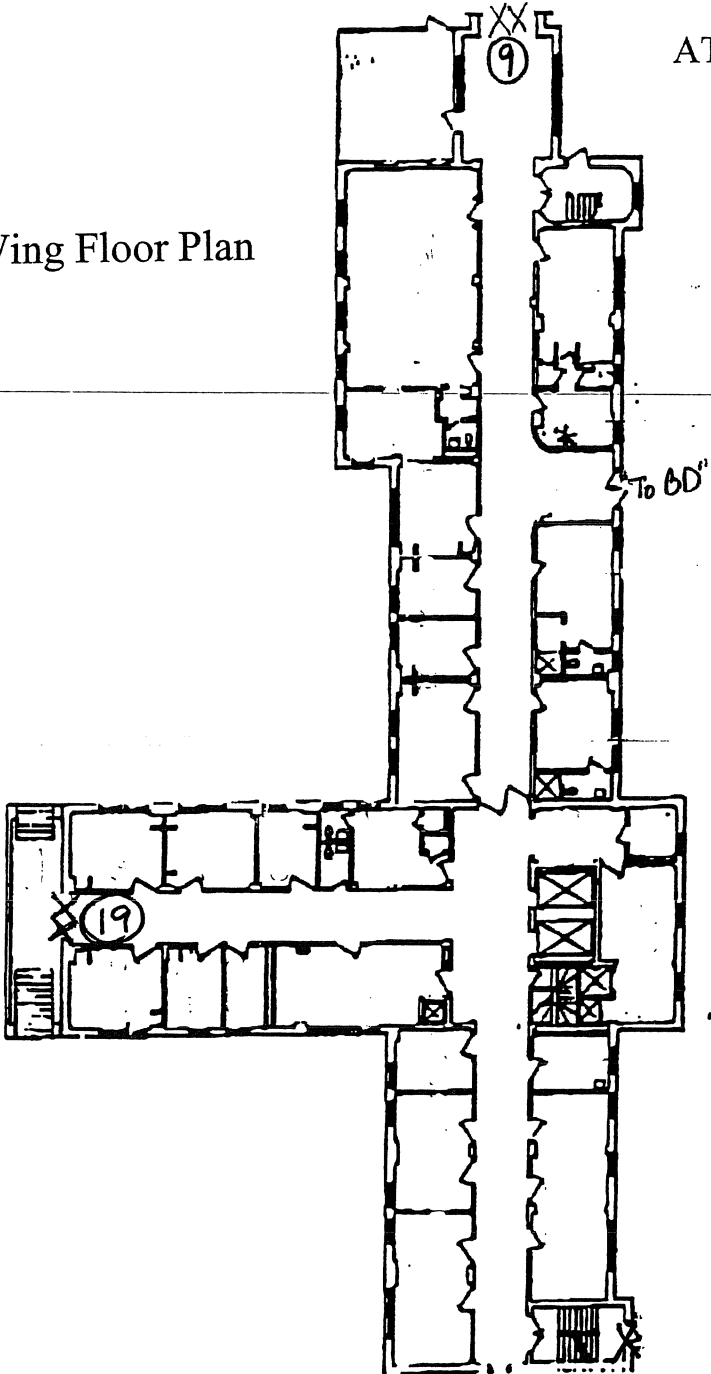
FIRST FLOOR - CONT.

C Wing Floor Plan

FIRST FLOOR PLAN



D Wing Floor Plan



FIRST FLOOR PLAN

WEST VIRGINIA UNIVERSITY - HEALTH
PURCHASER'S HOSPITAL
DATE: 11/11/83
PROJECT NO. 83-01
SCALE: AS SHOWN
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

UNIT 19