



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
 PSH70202

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6	EA		295-70		
<p>***** BID BOND REQUIRED WITH BID ***** PLEASE NOTE MANDATORY PRE-BID 4/16/2007 @ 10:00 AM AT PINECREST HOSPITAL, IN THE BUSINESS OFFICE. 105 S. EISENHOWER DRIVE, BECKLEY, WV 25801. *****</p> <p>MODERNIZATION OF SIX (6) ELEVATORS</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND ANYTHING INCIDENTAL TO THE MODERNIZATION OF SIX (6) ELEVATORS AT AT PINECREST HOSPITAL LOCATED AT 1085 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801, PER THE ATTACHED DETAILED SPECIFICATIONS.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON APRIL 17, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 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.

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



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
PSH70202

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: RWAGNER@WVADMIN.GOV</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY 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 BID AND CONTRACT HERE IN.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 PSH70202

PAGE
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 PSH70202

PAGE
 4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND. () 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 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. 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					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 PSH70202

PAGE
 5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER:
 PSH70202

PAGE
 6

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
PSH70202

PAGE
7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
PSH70202

PAGE
8

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
PSH70202

PAGE
9

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
04/04/2007				

BID OPENING DATE: 05/08/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----ROBERTA WAGNER/FILE 22----- REQ. NO.:-----PSH70202----- BID OPENING DATE:-----MAY 8, 2007----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ PSH70202 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

REQUEST FOR QUOTATION
PSH70202

10

1. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to the modernization of six elevators as listed herein for the Pinecrest Hospital located at 105 S. Eisenhower Drive, Beckley, WV 25801.
- 1.2 All work will be in compliance with safety standards set forth in ASME 17.1-2004, "Safety Codes for Elevators," Fire Marshall regulations, National Electric Code and the American's with Disabilities Act and all other applicable building codes and industry standards. The award will be made to the overall low bid that complies with the specifications.
- 1.3 The words "will", "must" and "shall" are mandatory.

2. BASE BIDS:

- 2.1 All qualified Bidders, 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, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions, building and elevator limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for April 16, 2007 at 10:00 AM in the Business Office at the Pinecrest Hospital. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1. To provide all labor, material, equipment and anything incidental to modernize each of the six elevators at the Pinecrest Hospital so that the elevators are in full compliance with ASME 17.1-2004. The following specifications are required in the scope of work but the absence of any requirement does not relieve the contractor from complying with the requirement to be in full compliance with ASME 17.1-2004. The contractor shall remedy any possible cites the elevator inspector determines are not in compliance with ASME 17.1-2004. Final payment

**REQUEST FOR QUOTATION
PSH70202**

will not be made until after the elevator inspector approves the modernization.

3.2 Performance Requirements shall minimally include:

1. Speed: Plus/minus 5 percent under loading conditions.
2. Leveling: Plus/minus 1/4 inch under any loading condition.
3. Flight Time: Not to exceed 6.0 seconds for electric elevators from time doors reach closed position until they start to open at next floor.

3.3 Door Operation Time shall minimally include:

1. Time to Open: Not to exceed 1.6 seconds for time necessary to open, measured from time doors start to open to time doors are fully open.
 2. Time to Close: Not to exceed 2.5 seconds.
 3. Standing Time: Normal Time Doors Remain Open after Stopping for Demand: Separately adjustable for car on landing calls and capable of adjustment from 0 seconds to 10 seconds after doors reach fully open position.
- 3.4 Initial Adjustment: Shall be set to 2.0 seconds for car call and 3.0 seconds for landing call.
- 3.5 Fire Resistance: Contractor shall protect electric wiring with flame retardant and moisture resistant outer covering, run in conduit, tubing or electrical wire ways.
- 3.6 Noise Isolation: Contractor shall mount rotating and vibrating elevator equipment and components on vibration absorption mounts, designed to effectively prevent transmission of vibrations to structure and minimize noise from elevator system.

3.7 Maintenance shall minimally include:

1. Contractor shall furnish free of charge full maintenance service on the elevators for a one-year period after acceptance. This service shall include 12 monthly examinations by trained employees and all necessary adjustments, lubrication, and parts to keep the equipment in operation. Reports of the monthly examinations by the Contractor are to be provided to the Maintenance Supervisor as they are generated.

REQUEST FOR QUOTATION
PSH70202

- 2. Examine monthly free of charge; clean, adjust, and lubricate equipment. Repair or replace parts whenever required. Use parts produced by manufacturer of original equipment.
 - 3. Perform work without removing cars from service during peak traffic periods.
 - 4. Provide emergency call back service 24 hours a day, seven days a week, 365 days a year free of charge.
 - 5. Locally maintain adequate stock of parts for replacement or emergency purposes, and have qualified installation personnel available to ensure fulfillment of this maintenance service without unreasonable loss of time.
 - 6. Maintenance service shall not be assigned or transferred to another agent or subcontractor without prior written consent of Owner.
 - 7. Contractor shall provide all electric schematic wiring diagrams, access codes or passwords required for all maintenance functions including diagnostics, adjustments and parameter reprogramming. Tools may be hand held or built into the control systems, and shall function for the lifetime of the equipment. Tools that require recharging or reprogramming shall not be used. The successful contractor upon complete installation of the elevators shall provide all special tools, prints, and any other devices or instructions necessary for all operations and maintenance of the elevators and ancillary equipment. Specifications shall be explicit that all tools, adjusters, manuals and schematic wiring diagrams become the property of the Owner to be used at their discretion related to the installed elevators.
 - 8. Prior to the end of the maintenance period included in the base contract, the Contractor shall readjust the elevators as required to meet all performance parameters specified. A written report shall be submitted to the Owner.
- 3.8 Requirements shall include:
- 1. Frame and Platform: Construct car of steel frame with steel or wood sub floor. Mount platform on resilient pads.
 - 2. Pit Platform: At deep pit conditions where access to buffer is not available, provide pit platform to conform with Code requirements.

**REQUEST FOR QUOTATION
PSH70202**

3. Electrical Components: Steel compression type fittings for electrical metallic tubing; fittings with set screws are acceptable only when separate grounding conductor is installed across joint.
 - a. Do not parallel conductors to increase current carrying capacity unless individually fused.
 - b. Do not use armored flexible metal conduit as grounding conductor.
 - c. Provide additional disconnect switches and wiring to suit machine room layout.
 - d. Include wiring and connections to elevator devices remote from hoist way and between elevator machine rooms.
4. Guide Rails: Provide guide rails and supports complying with ASME A17.1. Provide rails sized for travel, car weight, and support locations. Include intermediate lateral support tie brackets and supports as necessary for span.

3.9 Operations shall include:

1. Connect elevators to building fire alarm and smoke or heat sensing device systems. When actuated, registered calls are cancelled and cars automatically return to designated level.
2. Provide keyed switch in each car in main car control panel to provide for fireman's access.
3. Fire Floor: First Floor.
4. Alternate Fire Floor: Second Floor.
5. Fire Control Room Station: Provide station in Fire Control Room containing read-out Indicators to show location of each car within hoist way.
 - a. Provide indicator lights to show motor generator sets in operation.
6. Provide three-position key switch to recall elevators to main level if automatic recall has not been affected
 - a. Provide intercommunication system to permit communication between Fire Control Room and each car and between cars and Control Room.

**REQUEST FOR QUOTATION
PSH70202**

7. Emergency Return Switch and Box: Provide three-position key switch at fire floor and alternate fire floor for each group of elevators.
 - a. Locate in left hoist way jamb of left most elevator in each group, not less than 6 6" above floor or at location required by Fire Marshall.
 - b. Keep key required to call or operate elevators in custom, recessed metal box with lockable hinged cover mounted adjacent to key switch or mounted as required by Fire Marshall.
8. Match finish of key switch and key box with hoist way jamb and engrave to read **EMERGENCY ONLY**

3.10 Fire Emergency Controls shall include:

Approved by Fire Marshall prior to fabrication.

- A. Emergency Communications: Provide opening for Owner provided emergency communication system in elevator car for connection. Provide 6" x 8" opening for emergency telephone, between 19" and 48" above the cab floor located as coordinated with Maintenance Supervisor. Provide conduit, cabling and all other requirements.
- B. Emergency Power Operation: Provide emergency power of same characteristics as normal power supply for one car in each group after loss of normal power.
 1. Provide emergency power to audible signal devices and communications devices in every car.
 2. Cars to operate on emergency power will be determined by Fire Marshall.
 3. Designated cars automatically start and travel to group's fire floor, by-passing hall and car calls, stop, open doors, and shut down.
 4. After first car of group shuts down, other cars of that group individually operate as described above.
 5. After all cars have moved to their group's main level, one car shall operate at rated speed to serve car and hall calls under emergency power.

REQUEST FOR QUOTATION
PSH70202

015

6. Provide emergency power operation to satisfy requirements of fire emergency control under emergency power conditions.
- C. Hospital Emergency Operation: At each elevator bank, provide key switch at each landing call station to call elevator to that floor. Provide independent car operation initiated by same key to bypass other calls when in use.
- D. Security Service: Provide operating control panel with keyed access switches for each floor.
 1. Provide key switches in cab control panel adjacent to each floor.
 2. Provide key switches at hall call buttons for each floor.
- E. Independent Service Operation: Provide keyed switch in car station for independent service operation.
 1. When switch is turned to SERVICE position, elevator is removed from regular service and responds to calls registered from car buttons only.
 2. Provide keyed switch at First Floor hoist way entrance which, when activated will take car out of regular service and allow independent service use.
- F. Engineering Indicator Panel: Locate in elevator machine room as part of, or adjacent to, supervisory control panel.
 1. As minimum, provide following:
 - a. Waiting passenger indicators for each floor.
 - b. Position and direction indicators for each elevator.
 - c. Control function indicators to assist maintenance and adjusting personnel to verify correct operation and trouble-shoot system.

3.11 Installation shall include:

Install components of each elevator system shall be in accordance with approved Shop Drawings.

- A. Install hoist way and machine room components. Connect equipment to building utilities.
- B. Provide conduit, boxes, wiring, and accessories within machine room, hoist

REQUEST FOR QUOTATION
PSH70202

way, and signal outlets.

- C. Guide Rails: Install using threaded bolts with metal shims and lock washers under nuts. Compensate for expansion and contraction movement of guide rails.
- D. Accurately machine and align guide rails. Form smooth joints with machined splice plates.
- E. Bolt or weld brackets directly to structural steel hoist way framing.
- F. Hoist way Entrances: Install hoist way door sills, frames, and headers in hoist way walls.
 - 1. Grout sills in place using non-shrink grout.
 - 2. Set entrances in vertical alignment with car openings and aligned with plumb hoist way lines.
- G. Welding: Provide welded connections for installation of elevator; work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance and replacement of worn parts.
 - 1. Comply with AWS standards for workmanship and for qualifications of welding operators.
 - 2. Chip and remove oxidation and residue from field welds; wire brush weld; apply two coats of primer.
- H. Hall Signals: Locate and properly install hall signals.

3.12 Field Quality Control shall include:

Site Tests and Inspections. As a part of final acceptance of the project, the Contractor shall have a Qualified Elevator Inspector (QEI) conduct a full Acceptance Inspection and Test in accordance with ASME/ANSI A17.1 before final acceptance by the Owner. The Contractor shall obtain from the Contractor and/or manufacturer and furnish to the Owner all data affecting the elevator installation

REQUEST FOR QUOTATION
PSH70202

or modification, including 'as installed' circuit and control wiring diagrams and maintenance manuals.

1. Conduct load test with full maximum load for each elevator car.
2. Test wiring system for insulation to ground.
3. Test performance of following:

- a. Starting, accelerating and running.
- b. Decelerating, leveling and stopping.
- c. Door operation and closing pressure.

4. Perform tests required by local authorities.

3.12.1 Test Results: In test conditions, ensure speed and performance times specified are met, leveling accuracy maintained without releveling, and general riding quality is acceptable to Owner.

3.12.2 Performance Adjustments: If tests uncover defects or poor workmanship, variance or noncompliance with requirements of specified codes, Contractor shall make repairs at no additional expense to Owner.

3.13 Adjusting, Cleaning & Protection shall include:

- A. Adjust parts for smooth, uniform operation
 1. Balance cars to equalize pressure of roller guide shoes on rails.
 2. Lubricate operating parts of systems, including ropes, as recommended by manufacturer.
 3. Adjust motors, pumps, valves, generators, brakes, and controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, safety devices and other components to achieve required performance levels.
 4. Adjust cab movement on aligned guide rails to provide smooth movement, with no perceptible lateral or oscillating movement or vibration.
- B. Alignment: Coordinate installation of hoist way entrances with installation of elevator guide rails, for accurate alignment of entrances with cars.
 1. Where possible, delay final adjustment of sills and doors until car is operable in shaft.
 2. Reduce clearances to minimum, safe, workable dimension at each landing.
- C. Remove loose materials and filings resulting from Work within hoist ways.

**REQUEST FOR QUOTATION
PSH70202**

Clean machine room equipment and floor of dirt, oil and grease.

- D. Remove temporary protection and clean hoist way, car, cab enclosures, entrances, operating and signal fixtures, handrails and trim to remove dirt, oil, grease and finger marks..
 - 1. Provide suitable protective coverings, barriers, devices, signs and other procedures to protect elevator work from damage or deterioration.
 - 2. Maintain protective measures throughout remainder of construction period.

3.14 Demonstration shall include:

Design basic algorithms will optimize service based on equalizing system's response to registered hall calls at shortest possible level and equalizing trip time at shortest possible time.

3.15 Door operation shall automatically open door when car arrives at a floor to permit transfer of passenger. Automatically close door after a timed interval.

3.16 The system shall include standard elevator features such as: Fire Service I & II, Independent Service, Attendant Service, Load Weighing and Emergency Power Service. The system shall use designs, components and assemblies that conform to or exceed the codes and standards applicable in the jurisdiction in which they are installed.

3.17 False Car Call Cancel: The False Car Call Cancel Feature shall be applied on all cars to operate in conjunction with the door protection system to discourage the registering of false calls. All car calls shall be canceled if the car makes two consecutive stops for car calls and the beam of the door protection system is not interrupted or the Load Measurement Device detects no load in the cab.

3.18 Firefighters Emergency Recall an emergency return system shall be provided in full compliance with the latest state, local and ASME Code requirements. Heat, smoke and products of combustion sensing device (sensors) and sensor wiring to the elevator controller are included in the scope of this contract.

3.19 Firefighters Service Phase I In the event of an emergency, the Firefighters Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The car arriving at the recall floor will remain parked with the doors open.

REQUEST FOR QUOTATION
PSH70202

3.20 Firefighters Service Phase II Contractor will provide Firefighters Service Phase II operation for use by trained emergency service personnel.

A key-operated switch as required by local regulations will be provided in the car-operating panel of each car. The Firefighters Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector has been activated and the car has returned to the main or alternate Fire Service floor.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection 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.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide three (3) sets of shop drawings to owner specifying products and installation methods for the scope of work as defined in Section 3. Shop Drawings: Submit for each elevator system shall include:
 - a. Sections of each elevator shaft.
 - b. Plan of each elevator machine room showing location and sizes of equipment and required clearances.
 - c. Locations of equipment, including safety guards.
 - d. Complete wiring diagrams of system circuits and controls.
 - e. Elevations and detailed drawings of elevator cabs and hoist way entrances, including door details, frames, controls, fixtures and accessory equipment.
 - f. Rail bracket spacing and maximum loads on guide rails.
 - g. Reactions at points of support.
 - h. Weights of principal components.
 - i. Loads on hoisting beams and location of trolley beams.
 - j. Expected heat dissipation of elevator equipment in machine room.
 - k. Power configuration data, including horsepower, voltage and amperage requirements starting current, full load running current, and demand factor for applicable motors.

**REQUEST FOR QUOTATION
PSH70202**

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building 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 electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical 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 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 residues 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 warrants 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 for a period of one year from acceptance of the completed project. All work not conforming with these requirements may be considered defective.
- 8.2 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

REQUEST FOR QUOTATION
PSH70202

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, up to \$1,000,000.00 per occurrence.
 - 2. For property damage and professional liability: Up to \$1,000,000.00 per occurrence.
- 8.3 Contractor shall provide maintenance diagnostic tools, electrical schematic wiring diagrams, and any access codes and passwords required for all maintenance functions, including diagnostics, adjustments, and parameter reprogramming. Tools may be hand held or built into the control system and shall function for the life of the equipment. Tools provided shall be usable throughout the life of the equipment without the requirement to return to the manufacturer. Provide complete operations and maintenance manuals including diagnostics instructions for troubleshooting the microprocessor system.

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 from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

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.

12. PROGRESS PAYMENTS:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner. The Contractor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid upon acceptance by the Owner.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not commensurate with the amount shown on the Application for Payment or if the completed work is not in accordance with industry standards or sub-standard in any way.

13. TERM OF WORK:

- 13.1 All work shall be complete within a maximum of 150 calendar days from the issuance 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 facility 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 building or property resulting from the 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 a 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 herein.
- 18.2 Bidders shall also submit full warranty information for each product as described in section 3. The warranty information shall minimally contain the product warranty and labor warranty product.
- 18.3 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.4 Only those bidders with a minimum of three (3) successful project completions will be considered. The Bidders are advised to submit references, including the name, address, and telephone number of a contact person (someone specifically familiar with the Contractor's work) for at least three (3) previous users of service. Include descriptions of projects, locations, and records that were generated during the project.
- 18.5 No person may engage in this state in 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 F F I D A V I T

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: _____

Authorized Signature: _____ Date: _____

025

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT -Corporate seals must be affixed and a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

126

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____ (C) of _____ (D), _____ (E),
as Principal, and _____ (F) of _____ (G),
_____ (H), a corporation organized and existing under the laws
of the State of _____ (I) with its principal office in the City of
_____ (J), as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of _____ (K)
(\$ _____ (L)) for the payment of which, well and truly to be made,
we jointly and severally bind ourselves, our heirs, administrators, executors,
successors and assigns.

The Condition of the above obligation is such that whereas the Principal
has submitted to the Purchasing Section of the Department of Administration
a certain bid or proposal, attached hereto and made a part hereof to enter into a
contract in writing for _____ (M)

NOW THEREFORE.

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a
contract in accordance with the bid or proposal attached hereto and shall furnish
any other bonds and insurance required by the bid or proposal, and shall in all
other respects perform the agreement created by the acceptance of said bid then
this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the
Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of time within which the Oblige may accept such bid: and said
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
hands and seals, and such of them as are corporations have caused their corporate
seals to be affixed hereto and these presents to be signed by their proper officers,
this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

(Name of Principal)
By _____
(Must be President or
Vice President)

Title

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Corporate seals must be affixed and a power of attorney
must be attached.