



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

Request for Quotation

RFQ NUMBER
 PSH80197

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
03/13/2008				

BID OPENING DATE: 03/27/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 5 1. TO PROVIDE CORRECT BID FORM PER THE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: PSH80197 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

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 may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 PINECREST HOSPITAL
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DATE PRINTED 03/13/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 5</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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304-558-0067

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-65		
RENOVATION OF THE TB UNIT AT PINECREST HOSPITAL						
***** THIS IS THE END OF RFQ PSH80197 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDENDUM NO. 5**PROJECT: Renovation of TB Unit at Pinecrest Hospital****TO: Prospective Bidders****FROM: Blackwood Associates, Inc., Architect, Fairmont, WV**

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 26, 2007, revised January 14, 2008 and any subsequent addenda. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of four (4) 8-1/2" x 11" pages which include the Addendum Items (1 page), and the revised Bid Form (3 pages).

CHANGES TO PRIOR ADDENDA: Not applicable to this Addendum.

CHANGES TO BIDDING REQUIREMENTS:

- 1. Bid Form**
REPLACE Bid Form with attached Bid Form.

CHANGES TO CONDITIONS OF THE CONTRACT: Not applicable to this Addendum.

CHANGES TO SPECIFICATIONS: Not applicable to this Addendum.

CHANGES TO DRAWINGS: Not applicable to this Addendum.

END OF ADDENDUM NO. 5

Bid Form

Renovation of TB Unit at Pinecrest Hospital

Bid Proposal of _____
(hereafter called "Bidder") organized and existing under the laws of the State of _____
_____ and doing business as

*

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

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

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

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

The Bidder acknowledges receipt of the following Addenda:

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

_____ (\$ _____)
(Show amount in both words and figures)

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

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

_____ DEDUCT(\$ _____)
(Show amount in both words and figures)

Deductive Alternate No. 2: Omit roof replacement.

_____ DEDUCT(\$ _____)
(Show amount in both words and figures)

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

UNIT PRICES:

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

A. Unit Price No. 1 – Asbestos Abatement

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

Unit Price 1a. Floor tile (without mastic): \$ _____ / Square Foot

Unit Price 1b. Floor tile (with mastic): \$ _____ / Square Foot

Unit Price 1c. Window Glazing: \$ _____ / Linear Foot

Unit Price 1d. Roofing: \$ _____ / Square Foot

Unit Price 1e. Pipe Insulation \$ _____ / Linear Foot

Unit Price 1f. Duct Wrap: \$ _____ / Square Foot

Unit Price 1g. Plaster \$ _____ / Square Foot

B. Unit Price No. 2 – Plaster Patching

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

\$ _____ / Square Foot

C. Unit Price No. 3 – Roof Deck Replacement

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

\$ _____ / Square Foot

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

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

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

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

Respectfully submitted for: _____
(Firm Name)

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

By: _____
(Signature & Title)

WV Business Registration Number: _____

Business Address: _____
SEAL (If Bid is by a Corporation)