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

Request for Quotation

LSH90073

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******ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES LAKIN HOSPITAL

1 BATEMAN CIRCLE LAKIN, WV 25287

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 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 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Request for

REO NUMBER LSH90073

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ADDRESS: CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

<u> 304 - 558 - 0067</u>

HEALTH AND HUMAN RESOURCES LAKIN HOSPITAL

1 BATEMAN CIRCLE LAKIN, WV 25287

304-675-0860

DATE PRINTED TERMS OF SALE. SHIP VIA FOB FREIGHT TERMS 10/01/2008 BID OPENING DATE: 11/13/2008 BID OPENING TIME 01 · 30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT BUSINESS ON 10/28/2008. QUESTIONS MAY BE SENT VIA USPS, FAK, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUERIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25811 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV EXHIBIT 5 WEST VIRGINIÀ CODE 21-1D-5 PROVIDES THAT: ANY SOLICITA-TION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE JENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D. CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUB-MIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALEFICATION OF SUCH BID NOTICE TO PROCEED! THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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REQUEST FOR QUOTATION

1. GENERAL INFORMATION:

- 1.1 The West Virginia Department of Health & Human Resources is requesting a quotation to provide all labor, equipment and anything incidental to the installation of a complete patient wandering system with training as specified herein for the Lakin Hospital, #1 Bateman Circle, Lakin, WV 25287
- All work will be in compliance with the Fire Marshall, OHFLAC, NFPA 90A and 90B regulations and all other building codes and industry standards. Final payment will be withheld if any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 The words "will", "must", and "shall" identify a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 It is the vendor's responsibility to verify all field conditions and limitations prior to bidding. It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the installation. Do not proceed until nonconforming conditions have been corrected.
- Due to the size and complexity of this project, a mandatory prebid conference will be held in the Conference Room at Lakin Hospital at 10:00 AM on October 24, 2008. Failure to attend the prebid conference will result in automatic bid rejection.

3. SCOPE OF WORK:

3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work before bidding to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.
- 4.3 Contractor shall provide all material, labor, equipment and supplies to complete system installation to full operational status and on-site staff training of the wandering prevention system.

4.4 Wandering system specifications:

Performance Requirements

System shall be designed to protect residents from risks with wandering or elopement from the designated area.

System shall:

- 1) allow for resident freedom to move about the facility.
- 2) alarm and lock the doorway to prevent elopement.
- 3) comply with all building officials and code administrators (BOCA) standards, standard building code, and all applicable fire and safety codes.

4.5 System Design Features

- 1) Four Nursing Station Consoles: One console for each nursing unit (A,B,C,D).
- 2) The System Control panel must be able to directly control magnetic door locks.
- 3) The System control panel must have reset codes programmable through the keypad by user.
- 4) The System must alert nursing station by alarm and locking door when residents with transmitter band on get within five (5) foot perimeter of exits.
- 5) The System must deactivate upon activation of fire alarm. Fire alarm system is EST Model IRC-3.

4.6 Quantities of Transmitters/Door Alarms:

- 1) A minimum of fifty (50) Transmitters will be provided
- 2) A minimum of one hundred fifty (150) extra straps for Transmitters
- 3) Transmitters must be waterproof.

Quantity of Doors (See attached Floor Plan for doors requiring system installation.)

- 1 Lobby Door
- 2 -- Rear Door
- 3 D-wing exit
- 4 -- C-west exit
- 5 -- C-north exit
- 6 -- A-north exit
- 7 -- A-east exit
- 8 -- B-wing exit
- 4.7 Internal keypads should be installed on each door listed above and must be deactivated when fire alarm is activated.

4.8 Training Specifications

Vendor shall provide equipment, installation, testing, training and maintenance

- for the 1st year of service and any programmable upgrades available for the 1st year of service.
- 4.9 Any wire, conduit, or other incidental costs not mentioned will be included in quote. The attached floor plan has the door locations.

5. SHOP DRAWINGS:

5.1 Contractor shall provide shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

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

7. COORDINATION OF WORK:

7.1 The Contractor shall coordinate with the Maintenance Supervisor for the proper relation of the work to the building structure.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 Insurance Requirements: 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 in the following amounts:
 - 1. For bodily injury (including death): \$500,000.00 per person, minimum \$1,000,000.00 per occurrence.
 - 2. For property damage: Minimum \$1,000,000.00 per occurrence.

9. PERMITS:

9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

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

11. WAGE RATES:

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 **Mason County** pursuant to West Virginia Code 21-5A-1, et seq. West Virginia Department of Labor Wage Rates are available at website: http://www.wvsos.com/adlaw/wagerates/building06.htm

12. PAYMENT SCHEDULE:

- 12.1 The Contractor shall submit to the Owner one original invoice when the contracted work is completed in its entirety upon inspection and approval by the owner.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

13.1 All work shall be complete within 90 calendar days upon receipt of the Notice to Proceed.

14. DELAYS AND EXTENSION OF TIME:

14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

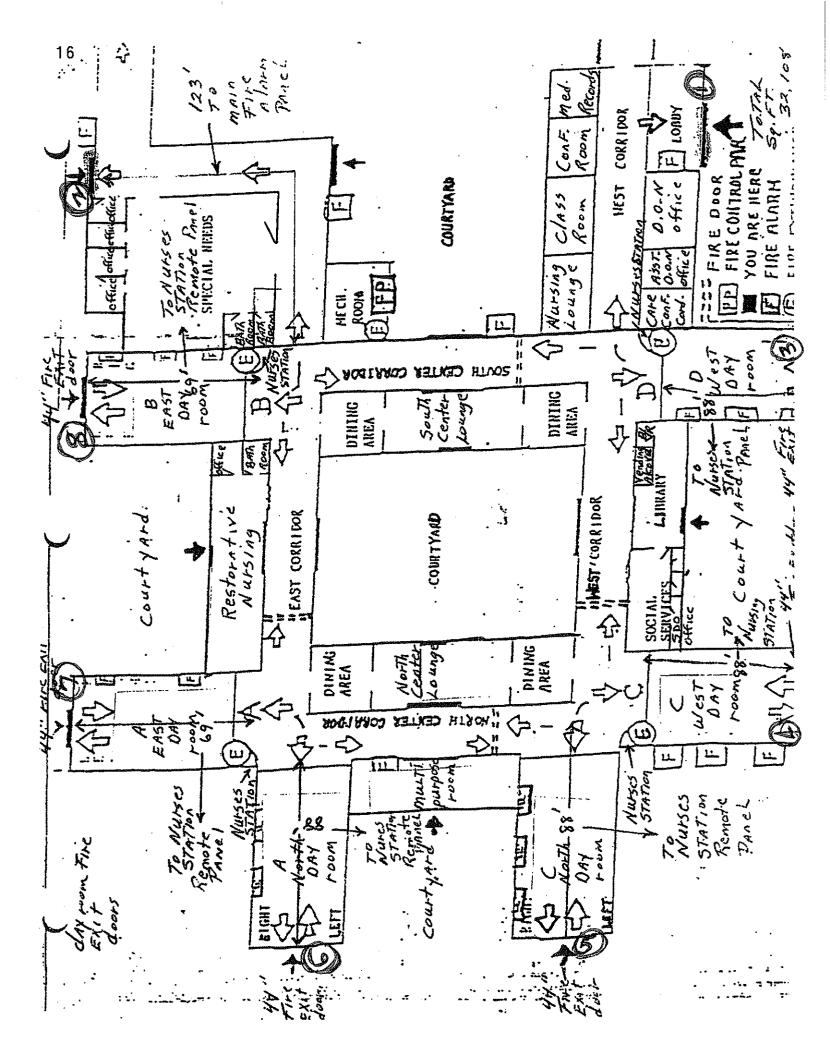
16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

17.1 Any damages occurring to the Lakin Hospital property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

18.1	Vendor shall provide all equipment and labor for the complete installation, testing, training and maintenance for the 1st year of service and any programmable upgrades available for the 1st year of service for the total amount of \$
18.3	No person may engage in this state or may act as a contractor, or submit a bid to perform work as a contractor, as defined in this article, unless such a person holds a license issued under the provisions of this article. No firm, partnership, corporation, association or other entity shall engage in contracting in this state unless an officer thereof holds a license pursuant to this article.
	WV Contractor's Licenses Number is



	Agency17 REQ.P.O#17
BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersign	ed,
of	, as Principal, and
of a corporati	on 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 Oblinee 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 Pri Department of Administration a certain bid or proposal, attached hereto and	ncipal has submitted to the Purchasing Section of the if 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 hereto and shall furnish any other bonds and insurance required by the bid agreement created by the acceptance of said bid, then this obligation shall force and effect. It is expressly understood and agreed that the liability of t exceed the penal amount of this obligation as herein stated.	be pull and void otherwise this obligation shall remain in full
The Surety, for the value received, hereby stipulates and agrees to way impaired or affected by any extension of the time within which the Oblivaive notice of any such extension.	hat the obligations of said Surety and its bond shall be in no gee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have hereunto se	t their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these present	ts to be signed by their proper officers, this
day of, 20	
Principal Corporate Seal	(Name of Principal)
	By(Must be President or Vice President)

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

Surety Corporate Seal

(Title)

(Name of Surety)

Attorney-in-Fact

AGENCY	(A)
RFO/RFP#	(B)

		Bid Bon	d
(A)	WV State Agency	KNOW ALL MEN BY THESE PR	ESENTS, That we, the undersigned,
	(Stated on Page 1 "Spending Unit")	as Principal, and (F)	, (E)
	Request for Quotation Number (upper	as Principal, and	ganized and existing under the laws
	right corner of page #1)	of the State of , a corporation of the State of with its	principal office in the City of
(C)	Your Company Name	of the State of with its	eld and firmly bound unto The State
(D)	City, Location of your Company	of West Virginia, as Obligee, in the penal su	im of (K)
(E)	State, Location of your Company	(\$ (L)) for the payment	of which well and truly to be made,
(F)	Surety Corporate Name	we jointly and severally bind ourselves, our	heirs, administrators, executors,
(G)	City, Location of Surety	successors and assigns.	, , , , , , , , , , , , , , , , , , , ,
(H)	State, Location of Surety	The Condition of the above obligat	tion is such that whereas the Principal
(I)	State of Surety Incorporation City of Surety Incorporation	has submitted to the Purchasing Section of t	he Department of Administration
(J)	Minimum amount of acceptable bid	a certain bid or proposal, attached hereto an	d made a part hereof to enter into a
(K)	bond is 5% of total bid. You may state	contract in writing for	
	"5% of bid" or a specific amount on	(M)	
	this line in words.		
(L)	Amount of bond in figures		
(M)	Brief Description of scope of work	NOW THEREFORE.	
(N)	Day of the month	(a) If said bid shall be rejected, or	
(0)	Month	(b) If said bid shall be accepted as	nd the Principal shall enter into a
(P)	Year	contract in accordance with the bid or propo	osal attached hereto and shall furnish
(Q)	Name of Corporation	any other bonds and insurance required by	the bid or proposal, and shall in all
(R)	Raised Corporate Seal of Principal	other respects perform the agreement create	ed by the acceptance of said old thon
(S)	Signature of President or Vice	this obligation shall be null and void, other force and effect. It is expressly understood	and agreed that the liability of the
	President	Surety for any and all claims hereunder sha	Il in no event exceed the nenal
(T)	Title of person signing	amount of this obligation as herein stated	ii, iii iio event, exceed the perior
(U)	Raised Corporate Seal of Surety	The Surety for value received, her	reby stimulates and agrees that the
(V)	Corporate Name of Surety	obligations of said Surety and its bond shal	he in no way impaired or affected by
(W)	Signature of Attorney in Fact of the	any extension of time within which the Obl	igee may accept such bid: and said
21000	Surety	Surety does hereby waive notice of any suc	h extension.
NOTE:	Dated, Power of Attorney with Raised Surety Seal must accompany this bid	IN WITNESS WHEREOF, Princi	pal and Surety have hereunto set their
	bond.	hands and seals, and such of them as are co	rporations have caused their corporate
	bond.	seals to be affixed hereto and these present	s to be signed by their proper officers,
		this(N) day of(O)	, 20 <u>(P)</u>
			(0)
		Principal Corporate Seal	(Name of Principal)
		CION	By (S)
		(R)	(Must be President or
			Vice President)
			(T)
			Title
		(U)	
		Surety Corporate Seal	(V)
		buildly coxporate 25th	(Name of Surety)
			(W)
			Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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 is in compliance with the requirements as stated.

Vendor's Name:	
Authorized Signature:	Date: