

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PA	GE
*******	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

100000	
1.7.2	
L. Liter	
1.1.1.1.1.1.1	
10.000	

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

DATE PRIN	TED	TER	MS OF SAL	E	SHIP	VIA	F.O.B		FREIGHTTERMS
08/26/	2010							<u>ydan agaa naasaan kabal</u>	
BID OPENING DATE:		09/27/	2010			BID	OPENING TIME	E 01:	:30PM
LINE	QUA	NTITY	UOP	CAT NO:	ITEM NU	MBER	UNIT PRICE		AMOUNT
0001	PLEASE FOR 09 HOPEMO ***** PLEASE BOND A **** WARRAN TO PRO INSTEM HOPEMO TERRA	NOTE /07/20 NT HOS ***** NOTE RE REQ **** TY: T VIDE A LATION , WIRE NT HOS ALTA, ICATIO TY: T	A MAN 10 AT PITAL *** THE D UIRED ** THE E UIRED **	***** DATO:0 **** RUG F WITH *** (3) Y ODUCT RURSE LOCA 6764, (3) YEA	Y PRE-BIL 0 AM IN T ************************************	MEETIN RAINING ******* *LACE AF ISSION. ******* WARRAN RING, L L A RES TEM AND O HOPEM IG TO TH WARRAN ARRANTY	ABOR AND IDENT WANDER COMPUTER AT ONT DRIVE, E ATTACHED	ED AT ***** BID *****	
SIGNATURE	<u></u>	<u>uuneetteepääääääääääääääääääääääääääääääää</u>	200000000000000000000000000000000000000			TELEPHONE		DATE	
TITLE		FE	IN				ADDRESS	CHANGES T	O BE NOTED ABOVE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

6π−r ⊢0

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

DATE PRIN	ITED TER	RMS OF SALE	SHIF	VIA VIA	F.O.B.	FREIGHTTERMS
08/26/					-	
BID OPENING DATE	09/27/			BID	DPENING TIME 0	L:30PM
LINE	QUANTITY	UOP C	AT ITEM N	UMBER	UNIT PRICE	AMOUNT
0002	28 DOOR CONTROL	EA UNITS	936-73			
0003	1	EA TESTER	936-73			
0004	28 RESIDENT TRA	EA NSMITTE	936-73 RS		·	
0005	50 RESIDENT TRA	EA NSMITTE	936-73 R BANDS			
0006	3 Magnetic doo	EA R LOCKS	936-73		· .	
SIGNATURE		•	E REVERSE SIDE FOR	TERMS AND CON	DITIONS DATE	
TITLE	FE	EIN			ADDRESS CHANGES	TO BE NOTED ABOVE



NOCZEA

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

iioβ	AG	E	़	ं
		3		

ADDRESS CORR	ESPONDENCE	TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

SH-P

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

26764-7728 304-789-2411

DATE PRIN	TED	TEA	MS OF SAL	E	SHIP	VIA	F.	O.B	FREIGHT TERMS
08/26/									
BID OPENING DATE:		09/27/	2010			BID	OPENING	TIME 0	1:30PM
LINE	QUAN	TITY	UOP	CAT. NO	ITEM NU	JMBER	UNI	TPRICE	AMOUNT
0007	CONNEC.	1	EΑ		936-73				
0008	ALPHANI	50	EA PAGE		936-73				
0009	NETWORI	1	EA Aging	•	936-73 WARE, CL	IENT & S	ERVER	•	-
0010	CPU 17'	1	EA TOR,		936-73 D DRIVES	, 2 SER]	AL PORTS	S,	
0011	WIRELES	5	EA EIVER		936-73				
SIGNATURE .		FE	ilN	SEE RE	VERSE SIDE FOR	TERMS AND CO		DRESS CHANGE	ES TO BE NOTED ABOVE



TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PA	GE
	4

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER

OH P FO

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 08/26/2010 BID OPENING DATE: 09/27/2010 **BID OPENING TIME** 01:30PM CAT NO QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 0012 EΑ 936-73 1 TRAINING AND TOTAL SYSTEM PROGRAMMING 0013 936-73 EΑ FRONT DOOR CODED KEYPAD ENTRY WITH TIMER 0014 936-73 EΑ UP-GRADABLE SYSTEM ON THE WIRELESS CALL STATIONS AND 0015 EΑ 936-73 23 PUSH BUTTONS ON EXTERIOR DOORS TO UNLOCK DOOR UNITS 0016 936-73 EΑ NURSES STATION MONITOR UNIT - ALTERNATE BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE



SIGNATURE

TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

- PA	GΕ		999	
		5		

ADDRESS CORRESPONDENCE TO ATTENTION:OF:

ROBERTA WAGNER

6H-P TO

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

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 08/26/2010 BID OPENING DATE: 09/27/2010 **BID OPENING TIME** 01:30PM CAT LINE QUANTITY ITEM NUMBER UOP UNITERICE AMOUNT 0017 EΑ 936-73 54 MAGNETIC PULL CORDS. 0018 936-73 EΑ 98 CALL CORDS WITH RESET. 0019 EΑ 936-73 THREE (3) YEAR PARTS WARRANTY **WARRANTY:** MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/07/2010 AT 10:00 AM IN TRAINING ROOM AD-1 AT THE HOSPITAL. INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.

PURCHASING DIVISION AND THE STATE AGENCY
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE

FEIN



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

	ATTENTION OF	

ROBERTA WAGNER 304-558-0067

დ Н—р

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

DATE PRINTE	Ď	TER	MS OF SAL	E	SHIPV	iA	F.O.B		FREIGHT TERMS
08/26/2							·		
BID OPENING DATE:	(0.000000000000000000000000000000000000	09/27/		0.000	proportion de la company de	BID	<u>OPENING T</u>	<u>IME O</u>	1:30PM
LINE	QUAN	TITY	UOP	CAT NO	ITEM NUN	BER	UNIT P	RICE	AMOUNT
F A	AILURE DDITI	E TO C ON, WE	OMPLE REQU	TE TH EST T	SPONSIBIL E PRE-BID HAT ALL P ND FAX NU	ATTEND OTENTIA	ANCE SHEE	T. IN	E
T L P B P	HE STA ATE, I ORTION IDDERS ORTION F THE	ARTING BUT PR V OF T S WHO V OF T	TIME IOR T HE PR ARRIV HE PR ID WI	FOR O THE E-BID E AFT E-BID	ARE REQUE THE PRE-B DISMISSA WILL BE ER CONCLU , BUT DUR T BE PERM	ID. BI L OF TH PERMITT SION OF ING ANY	DDERS WHO E TECHNIC ED TO SIG THE TECH SUBSEQUE	ARRIVE AL N IN. NICAL NT PART	
B F R	USINES AX, CO ECEIVE ILL BE	SS ON OURIER ES AN E ANSW	09/09 OR E UNFAI ERED	/2010 -MAIL R ADV ORALL	L BE ACCE . QUESTIO . IN ORD ANTAGE, N Y. IF PO S INQUIRI	NS MAY ER TO A O SUBST SSIBLE,	BE SENT V SSURE NO ANTIVE QU	IA USPS VENDOR ESTIONS	
D P 2	EPARTI URCHAS 019 W	SING D	F ADM IVISI TON S	ON TREET	RATION , EAST	ì			
1		304-55 : ROB	: I		NER ƏWV. GO	v			
)	VEL 0	ICATIONS F QUALITY	ONLY A	ND ARE NO		
SIGNATURE				ಂದರ ಗರ	VERSE SIDE FOR T	EHMS AND COL TELEPHONE	NULLIONS	DATE	
TITLE		le:c	EIN				1		
		27121712	=15 ¥				ADDRI		S TO BE NOTED ABOVE



MODZE

RFO COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE 7

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

DATE PRINTED TERMS OF SALE SHIP VIA FOB: FREIGHTTERMS 08/26/2010 BID OPENING DATE: 09/27/2010 BID OPENING TIME 01:30PM CAT LINE QUANTITY. UOP ITEM NUMBER UNIT PRICE AMOUNT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5 WEST VIRGINIA CODE 21-11D-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 DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTI-CLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. 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. 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. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



HODKEA

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

ROBERTA WAGNER 304-558-0067

SH-₽ FO

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

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS FOB 08/26/2010 BID OPENING DATE: 09/27/2010 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNITPRICE AMOUNT WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAWN CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (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.) BUILDER'S 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. FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF (XX) BONDS: THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 TH SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE TELEPHONE TITLE



NODVE

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE 9

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

@±-p- +0

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

DATE PRINT	arana managaga	TER	MS OF SAL	E	SHIP	VIA	FO.	В	FREIGHTTERMS
08/26/ BID OPENING DATE:					•				
BID OPENING DATE:		09/27/	a paga salaga asag	000434000		BID	OPENING 7	TIME 01	:30PM
LINE	QUAN	ATITY	UOP	CAT. NO	ITEMINU	IMBER	UNIT	PRICE	AMOUNT
	<u>unanuan nunnn ngganga</u>	<u> </u>	•					en e	
-	STATE	UE MES	TVTP	CINIA	V IET.	LEB UE C	REDIT SUE	RMITTED	
							FOR PRO		
		\$100,0					CHECKS AF		
		- 1					, PERFORM		
					ERIAL BOI		LEKTOK	IAIIOL	·
	,	-11 -1112							
	() M	AINTEN	ANCE	BOND:	A TWO	(2) YEAR	MAINTENA	ANCE BOND	
							REQUIREME		
		CCESSF							
	REV. 1	1/00							
•								•	
						•			
	EXHIBI	T 7	ĺ						
			MINUM	, GLA	SS & STEI	EL IN PU	BLIC WORK	(S	
	PROJEC	TS							
	Thi Acc				T WIDOIN		_ 10 1	-	
							5-19-1 ET		
		I				-	RECONSTR NTENANCE		
							HAN \$50,0		
							OST OF ST		
							0,000 POL		
							EPT ONLY		
							HE UNITE		
							IPMENT PL		
							ALL BE MA		
1							ESS THE C		
							SS THAN 1		•
	POUNDS	OF ST	EEL A	RE US	ED IN PU	BLIC WOR	KS PROJEC	CTS.	·
					•				
							PRODUCTS		·
							PRODUCTS		II .
							ASONABLE		
	20% OR	MORE	HIGHE	R THA	N THE BII	PRICE	FOR FORE	IGN MADE	•
			<u> </u>	SEE REY	ERSE SIDE FOR	TERMS AND CO	I NDITIONS]
SIGNATURE						TELEPHONE		DATE	
TITLE		FE	IN			.1	ADDE	TOO OLIANOSO	TO PE NOTED ABOVE



RFQ COPY

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50100 Post Office Box 50130 Charleston, WV 25305-0130

TYPE NAME/ADDRESS HERE

HOP11053

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

DATE PRINT	ΓED	TE	RMS OF SAL	Ē	SHII	VIA		F.	ов,		FREIGHT TERMS
08/26/							<u></u>			L_	
BID OPENING DATE:		09/27/	<u> 2010 </u>		10:00:00:00:00:00:00:00:00:00:00:00:00:0	BID	OPE	NING	TIME	01	:30PM
LINE	QUA	NTITY	UOP	CAT. NO.	ITEM N	UMBER		UNF	TPRICE		TAUOMA
	PRODUC LABOR DEPART ONLY	CTS TO SURPLI FMENT (F DOME	BE SU S ARE F LAB STIC	PPLIE A", A OR, F PRODU	D OR PRO S DEFINE OREIGN P	MINUM, G DUCED IN D BY THE RODUCTS 30% OR M ODUCTS.	I A UN MAY	"SUBS IITED BE S	TANTIA STATES SUPPLIE	\$	
	PROVIS DETERN ALUMIN THAN TOFFICE REDUCT ALL VE	SIONS, 4INES 1 NUM, GL THE LOV E MAY F TION IN	THE S HAT T ASS O EST B EQUES THE MUST	PENDI HERE R STE ID DO T, IN LOWES INDIC	NG OFFICEXISTS AFEL THAT MESTIC POWRITING TOBORDORY MESTING TOBORDORY MESTING TOBORDORY MESTING TOBORDORY MESTING TOBORDORY MESTING ME	NTRACT UER OF THE BID FOR RODUCTS, A REEVER SUCH DER BID ASS OR SE	IE S NAB TH /ALU OME	SPENDI KE FO BLE AN IE SPE IATION STIC THEN	ING UNI DREIGN ID LOWE INDING I AND PRODU(ET ER	
	REV. 3					·					
		FOR I		CE &	ACKNOWLE	DGEMENT	OF	CONST	RUCTIO	N	
	TO ABI	DE BY	THE F	OLLOW	ING SCHE	AGENCY S DULE IN OR STATE	ISS	UING		RED	
	AND A AND SF AND L1 PURCHA SEND A	LIST OPECIFICATION OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPETTY OF THE PROP	F ALL ATION LL BE DIVISI OF TH	PART S FOR FORW ON. E ADD	IES THAT THE PRO ARDED TO THE ARCH	ALL PREP HAVE PR JECT. T THE BUY ITECT/EN THE STA	OCU HE ER IGIN	IRED I ADDEN IN TH IEER S	DRAWING DUM HE STAT SHALL A	SS TE	÷
SIGNATURE				SEE RE	VERSE SIDE FOR	TERMS AND CO	INDITIC	NS		DATE	
TITLE	·	F	EIN	···		<u> </u>		ADI	DRESS CHA	NGES	TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PA	G		
	1	1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

DATE PRINT	ED	TER	MS OF SAL	Ē	SHIP V	IA	FOB		FREIGHT TERMS
08/26/	2010		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
BID OPENING DATE:		09/27/	2010			BID	OPENING TIME	01	:30PM
LINE	QUAN	ITITY	UOP	CAT. NO	ITEM NU	18ER	UNITPRICE		AMOUNT
	INTERE OPENIN BUYER OPENIN	STED P G DATE WITHIN G DATE	ARTIE . AN FOUR	S AND Y ADD TEEN	ENDUM SHO (14) DAYS	SSARY, ULD BE PRIOR	EXTEND THE BI RECEIVED BY T TO THE BID	HE	
	BIDDER DIVISI THAT SHALL EXCEPT	S AND ON. APPLY ALSO A ION MA URPOSE	SUB THE TO PPLY Y BE	MITTE SAME THE TO AN FOR A	D TO TH RULES ORIGINAL ADDENDUM N ADDENDU	E STAT AND RE BIDDIN DOCUME M THAT	GULATIONS G DOCUMENT		
	EXHIBI Addend		NOWLE	DGEME	NT				
	ADDEND	UM(S)	AND H	AVE M		ECESSAR	LLOWING CHECK Y REVISIONS T N, ETC.		
	ADDEND	UM NOS	.:	•					
•	NO. 1	•	• • • • •	• • • • • •	• • •				
	NO. 2	•			• • •				
	NO. 3	•		• • • •	• • • •				
	NO. 4	•	• • • •	• • • •	• • •				
SIGNATURE				SEERE	VERSE SIDE FOR T	ERMS AND CO	NDITIONS	DATE	
		1	-16.6				· · · · · · · · · · · · · · · · · · ·		
TITLE		F	EIN				ADDRESS CH	ANGES	TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

DATE PRIN	TED	TER	IMS OF SAI	LE		SHIP VIA		F.O.B.	FREIGHT TERMS
08/26/	2010								
BID OPENING DATE	:	09/27/	2010			*	BID	OPENING TIME 0	1:30PM
LINE	QUA	VTITY	UOP	CAT NO.	ITE	M NUMBER		UNITPRICE	AMOUNT
				1,00					
	NO E								
	NO. 5	•	• • • • •	• • • • •	• • • •				
	T UNDE	RSTAND	ТНДТ	FATI	URF TO	CONET	RM T	HE RECEIPT OF TH	E
			1	1	1			OF THE BIDS.	٦
									·
				1				Y VERBAL	
								ADE DURING ANY	·
								REPRESENTATIVES	
					L IS N			. ONLY THE D TO THE	
			1	1				IS BINDING.	
	31 LC11	ICATIO	ומ כוו	AN U	FICIA	C ADDE	ווטטוו	13 DINDING.	1
			•					·	
							sı	GNATURE	
					,				
		• • • • •	• • • • •		• • • • •	• • • • • •	co	MPANY	
•							D.		
•	• • • • •	• • • • • •	••••			• • • • • •	DA	I E	
	REV. 1	1/96							
•		_,,_							
			CO	NTRAC	TORS L	ICENSE			
	l								
								RES THAT ALL	
	1		1	•	1			G WORK IN THIS INIA CONTRACTORS	
	1		1	ł .				THE CONTRACTORS	
	LICENS							RS LICENSE MAY B	.
		Y CONT	ACTIN	G THE	WEST	VIRGI N	IA D	IVISION OF LABOR	
	CAPITO	L COMP	LEX,	BUILD	ING 3,	ROOM	319,	CHARLESTON, WV	
	25305.	TELE	PHONE	: (30	4) 558	-7890.			
		TD0 T11 T		T.				TD50 4444	
	I.		1	E .	4		-	IRES ANY RACTORS	
	FKUSFE	CITAE	DINNE	וא זט	THEFOD	C IHE	CUNI	KACIUKS	}
				SEERE	VERSE SIDE	[***. [*********************	41.01414141414	NDITIONS	
SIGNATURE						TELEP	HONE	DATE	
TITLE		FE	ΞIN					ADDRESS CHANGE	S TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

8H-P TO

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

DATE PRIN		TEF	IMS OF SAI	Æ	SHIP	/IA	F	O.B.	FREIGHT TERMS
08/26/ OPENING DATE		004074	2010				005115110		
30280380385038503850		09/27/	ing photographic	CAT			OPENING	000000000000000000000000000000000000000	1:30PM
LINE	QUA	NTITY	UOP	NO.	ITÉM NUI	//BER	UNF	TPRICE	AMOUNT
			:						
	LICENS	E NUMB	ER ON	THEI	R BID.				
	BIDDER	TO CO	MPLET	F:			,		
	CONTRA	CTORS	NAME:	• • •		• • • • • •		• • • • • • •	•
	CONTRA	CTORS	LICEN	SE NO					
					WILL BE R ORS LICEN				.
	A PURC		1	l		SE PRIU	K 10 155	SUANCE UP	
				AP	PLICABLE	LAW			
	THE WE	ST VIR	GINIA	STAT	E CODE, P	URCHASI	NG DIVIS	SION RULE	S
	AND RE	GULATI	ONS,	AND T	HE INFORM	ATION P	ROVIDED	IN	
					TION" ISS			CHASING	
	PROCUR			ULE A	UTHORITY	POAFKNI	NG THIS		
					•				
			1	l	ED IN SPE AL OR WRI		b .		
			_	l	ION PROVI	_	E .		1
	DESCRI	BED IN			PARAGRAP				
	EFFECT	•							
	BANKRU	PTCY:	IN T	HE EV	ENT THE V	ENDOR/C	ONTRACTO	R FILES	
					ION, THE				
	i				, AND TER	MINATE	SUCH CON	ITRACT	
	WITHOU	I FUKI	HER U	KDEK.					
	REV. 5	/2009							
		•		เทก	TICE				
					- 			•	
				SEERE	VERSE SIDE FOR T	ERMS AND CO	 NDITIONS		
TURE				aasta aan ah dah dah dah dah	general and a manufacture of the field of the first Confederation (Confederation)	TELEPHONE	<u>a ang gangang tan at tan at tan at tan a</u>	DATE	
		FE	≣N			<u> </u>	ADI	DESS CHANGS	S TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

PΑ	G	Ę::	
	1	4	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

8H H 8H H 9 T 10 T

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
150 HOPEMONT DRIVE
TERRA ALTA, WV
26764-7728 304-789-24

26764-7728 304-789-2411

DATE PRINTE	D	TERMS OF SALE	SHIPV	IA A	F.O.B.	FREIGHTTERMS
08/26/2				,		
BID OPENING DATE:	09/2	7/2010		BID OF	PENING TIME (01:30PM
LINE	QUANTITY		NO ITEM NUM	NBER .	UNITPRICE	AMOUNT
A	DEPAR PURCH BUILD 2019	TMENT OF ASING DIV ING 15 WASHINGTO	BE SUBMITTED ADMINISTRATI ISION ON STREET, EA	ON ST		
Т	HE BID SH	OULD CONT PE OR THE		ORMATION	ON THE FACE OF IDERED:	:
В	UYER:		RW/22-]
R	EQ. NO.:-		·норііо	53		
В	ID OPENIN	G DATE:	09/27/	2010		
P	LEASE PRO	VIDE A FA	1:30 P AX NUMBER IN ARDING YOUR B	CASE IT	IS NECESSARY	
	LEASE PRI ONCERNING		PE NAME OF PE	RSON TO	CONTACT	
P	LEASE PRO	VIDE A CO	INVENIENCE CO	PY.		
•		s	EE REVERSE SIDE FOR T	ERMS AND CONDI	ITIONS	
SIGNATURE				TELEPHONE	DAT	
TITLE		FEIN		_ · · · · · · ·	ADDRESS CHANG	ES TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

HOP11053

304-558-0067

P/	١GE		**
	1	5	

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

&#-**P +**0

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

26764-7728 304-789-2411

DATE PRIN	red	TER	MS OF SAI	E		SHIP VI	A		F.O.B.		FREIGHT TERMS	
08/26/												
BID OPENING DATE:	100000000000000000000000000000000000000	09/27/	2010	100.000.000.000.000.00	bosopono@88	Sassansansansansan	BID	OPE	NING TI	4E 01	:30PM	
LINE	QUAN	ITITY	UOP	CAT NO		ITEM NUM	BER		UNITPRIC	Έ	AMOUNT	
		,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			<u>odgingarirani kiriki kirik</u>	*	torrere conserva-		*		<u>34343434</u>
	*****	THIS	IS T	HE EN	D OF	RFQ	HOP11	053	*****	TOTAL:		
												_
								İ		•		
			-									
				<u> </u>							·	
							•	:				
		-										
												-
·									•			
											·	
			1			-						
			•									
						-						
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Salahan ang ang ang ang ang ang ang ang ang a		, and a second					, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
SIGNATURE			0.000000000000000000000000000000000000	SEE RE\	/erse s		RMS AND CON	OTTO	IS	DATE		
TITLE		ļFE	ini .									
	-N DEOD								ADDRES:	S CHANGES	TO BE NOTED ABOVE	

Requisition / P.O. No.: HOP11053

Page 2 of 3 Pages

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUA	TION SHEET	File: RW22	Acct. No.:
Vendor:	P.O. Date:	Spending Unit: HOPEMONT	HOSPITAL

		Mandatory Requirements:		
		Dide to include all labor metadale popularizations and anothing		
	:	Bids to include all labor, materials, equipment and anything		
	:	incidental to install a resident wandering system at Hopement Hospital, located at 150 Hopemont Drive, Terra Alta, WV 26764,		
		according to the following specifications.		
		according to the following specifications.		
1.	28 each	Vendor must provide and install Sigma Sentinel model or equal,	\$	\$
		self checking system door control units. Monitor residents will		'
		activate the door locks and will be prevented from leaving		
		through locked doors. The system will identify the resident by		
		number or name at the exit and nurses' monitor. The unit will		
		monitor transmitter battery conditions. Doors must be coded with		
		an exiting family code that will allow family to exit without allowing		
		monitored residents to follow. Outside keypad at the front door		
		will allow staff to enter when door is locked (with timer options at		
,	1 0005	all door units).	œ.	œ
<u>2</u> .	1 each	Vendor must provide Sigma Sentinel or equal Transmitter Tester. Transmitter tester/programmer, to be a hand held device to	Ψ	\$
		provide access to working status on each transmitter and		
		provides wireless data entry. System is to be self checking		
		capable.		
3.	28 each	Vendor must provide 2 years life Sigma Sentinel or equal	\$	\$
		Transmitter. Resident transmitter, watch size, can be worn on		
		wrist or ankle, water tight. Transmitters to be pro-rated.		
١.	50 each	Vendor must provide Sigma Sentinel or equal Transmitter Bands.	\$	\$
		Bands are to be reinforced only way snap hypo-allergenic, water		
		resistant material with a minimum 150 pound and a maximum		
-	, ,	200 pound pull pressure.	•	•
5.	3 each	Vendor must provide and install Sigma Sentinel or equal	\$	\$
		Magnetic door locks with a minimum 15 second delay maximum 20 second delay.		
3.	1 each	Vendor must provide and install Connexions 5 Paging	\$	\$
٠.	I Gaoii	Transmitter or equal with 4 serial ports.	Ψ	Ψ
7.	50 each	Vendor must provide Sigma Sentinel or equal alphanumeric	\$	\$
•		pagers with capacity to hold six (6) addresses (929H) or equal.	*	¥
3.	1 each	Vendor must provide Sigma Sentinel or equal Network PC	\$	\$
		Paging Software, Client & Service. This will allow Paging from all		
		network computers.		
9.	1 each	Vendor must provide and install Sigma Sentinel or equal CPU	\$	\$
		17" monitor, 2-hard drives, 2 serial ports, Printer UPS, XP Pro		
(0	F	and Sigma Sentinel Software or equal.	•	•
10.	5 each	Vendor must provide and install Phillips or equal wireless	\$	\$
		receiver. This will be connected to the Central Monitoring System. Vendor will supply and install power (120 volt) outlets for	1	
		receivers to be plugged into along with battery backup for power		
		source to receivers.		
11.	1 each	Vendor must provide on-site training to all required staff. Provide	\$	\$
• • •	. 00011	total system programming including installation and installation	*	Ψ
		materials according to specifications.		
12.	2 each	Vendor must provide and install Sigma Sentinel or equal front	\$	\$
		door coded keypad entry with timer, located at front door and	·	7
		grape harbor door.		
		-		

Requisition / P.O. No.: HOP11053

Page 3 of 3 Pages

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

P

PURCHASE CONTINU	ATION SHEET	RW22	Acct. No.:
Vendor:	P.O. Date:	Spending Unit: HOPEMONT	T HOSPITAL

Item No.	Quantity	Description	Unit Price	Amount
13.	1 each	Vendor must provide and install an upgradable system on the wireless call stations and elevator lockout for future growth.	\$	\$
14.	23 each	Vendor must provide and install push button on exterior doors to unlock door units.	\$	\$
	·	The vendor with the lowest grand total of all items will be awarded the contract. However, the facility reserves the right to accept or reject the following alternate items if the costs exceed what the facility has budgeted for the purchase.		
		Bid on Sigma Sentinel or equal resident wandering system:		\$
	:	Alternate Items for Nurse's Call Station:		
15.	1 each	Vendor must provide and install Phillips or equal wireless nurse's call station. Monitor must provide audible/visual indication of all exists. System must display resident name and exit location.	\$	\$
16.	54 each	Vendor must provide and install magnetic pull cords.	\$	\$
17.	98 each	Vendor must provide and install call cords with reset.	\$	\$
		Alternate bid requested: Nurses Station Monitor Unit:		\$
		Grand total of all items:		\$
		All equipment shall be provided FOB destination. Vendor shall deliver and complete the installation within 90 days of issuance of notice to proceed. Warranty: 3 years parts 2 years labor	of	
		Exceptions to warranty: No warranty on existing door locks Two (2) years parts and labor warranty on pagers.		

EXTERIOR DEVICE	
BUTTON	
rock .	
WATERPROOF KEYPAD	
PUSH BUTTON	
LOCK	
DOOR CARD	
PUSH BUTTON	
PUSH BUTTON	
LOCK	
PUSH BUTTON	
PUSH BUTTON ON ADM SIDE	
PUSH BUTTON	
LOCK	
PUSH BUTTON	,
PUSH BUTTON	
ACCORDING TO EACH VENDOR	
	1

DOOR	MAGNETIC LOCKS	INTERIOR DEVICE
KITCHEN	REUSE EXISTING	KEY PAD
GRAPE HARBOR	REUSE EXISTING	KEYPAD
MAIN ENTRANCE	REUSE EXISTING	INTERIOR KEYPAD
A-1 MIDDLE	REUSE EXISTING	KEY PAD
A-1 END	REUSE EXISTING	KEYPAD
GORE 2 VALLEY	REUSE EXISTING	KEY PAD
GORE 2 MIDDLE	REUSE EXISTING	KEY PAD
TICKET BOOTH	REUSE EXISTING	KEY PAD
POTATO ROOM	REUSE EXISTING	KEY PAD
B-1 MIDDLE	REUSE EXISTING	KEY PAD
B-1 END	REUSE EXISTING	KEY PAD
GORE 1 SOLARIUM	REUSE EXISTING	KEY PAD
GORE 1 MIDDLE	INSTALL 1 NEW	KEY PAD
GORE 1 END	REUSE EXISTING	KEY PAD
GORE 1 ADMIN	REUSE EXISTING	KEY PAD ON RESIDENT SIDE
A-2 MIDDLE	REUSE EXISTING	KEY PAD
A-2 END	REUSE EXISTING	KEY PAD
A-4 FIRE EXIT	REUSE EXISTING	KEY PAD
GORE 4 END	REUSE EXISTING	KEY PAD
GORE 4 MIDDLE	REUSE EXISTING	KEY PAD
GORE 4 SOLARIUM	REUSE EXISTING	KEY PAD
B-2 MIDDLE	REUSE EXISTING	KEY PAD
B-2 END	REUSE EXISTING	KEY PAD
GORE 2 SOLARIUM	REUSE EXISTING	KEY PAD
A-3 FIRE EXIT	REUSE EXISTING	KEY PAD
GORE 3 MIDDLE	REUSE EXISTING	KEY PAD
GORE 3 SOLARIUM	REUSE EXISTING	KEY PAD
GORE 4 HALL	INSTALL 2 NEW	KEY PAD ON RESIDENT SIDE
RECEIVER LOCATIONS:	RECOMMENDED	LOCATION BUT MAY VARY
1-A1 HALL		
2-B1 HALL		
3-A2 HALL		
4-B2 HALL		
5-G3 SOLARIUM		

RFQ No.	

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:

Authorized Signature:	Date:
State of	
County of, to-wit:	
Taken, subscribed, and sworn to before me this d	ay of, 20
My Commission expires	, 20
AFFIX SEAL HERE	NOTARY PUBLIC



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF		
COUNTY OF _	, TO-WIT:	
I,state as follows	, after being first duly	/ sworn, depose and
1. I am an	employee of(Compar	; and,
•	(Compar	ıy Name)
2. I do here	eby attest that	·
	(Compar	ny Name)
policy is	is a valid written drug free workplace in compliance with West Virginia Co	ode §21-1D-5.
The above state	ements are sworn to under the penalt	y of perjury.
	(Compa	iny Name)
	Ву:	
	Title:	
	Date:	
Taken, subscrib	ped and sworn to before me this	day of
By Commission	expires	
(Seal)		
		(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

ATTACHMENT	
P.O.#	

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed	
Signature Date	
Signature Date	Signature Date
Title	Title
Company Name	Agency/Division

2.

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

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

- **DISPUTES** Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims. 1.
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety. 2.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any 3. other State's governing law.
- TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor 4. or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears. 5.
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted. 6.
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby 7.
- FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default. 8.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any 9. other party are deleted.
- SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding 10. during the term of the agreement are hereby deleted.
- ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void. 11.
- ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement. 12.
- LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. 13.
- <u>RIGHT TO TERMINATE</u> Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. 14.
- TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term. 15.
- RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the 16. parties.
- INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted. 17.
- RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice. 18.
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted. 19.
- **CONFIDENTIALITY:** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act. 20.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division 21. and the Attorney General.

VENDOR

ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name:
Signed:	Signed:
Title:	Title:
Date:	Date:

Agency	24
REQ.P.O#	

BID BOND

of	,	,, as Principal, and		
		corporation organized and existing under the laws of the State of		
		, as Surety, are held and firmly bound unto the State		
 of West Virginia, as Obligee, in th	ne penal sum of	(\$) for the payment of which		
well and truly to be made, we joir	ntly and severally bind ourselves,	our heirs, administrators, executors, successors and assigns.		
		is the Principal has submitted to the Purchasing Section of the ereto and made a part hereof, to enter into a contract in writing for		
	And the second s			
NOW THEREFORE,				
hereto and shall furnish any othe agreement created by the accep	accepted and the Principal shall e or bonds and insurance required be tance of said bid, then this obligat anderstood and agreed that the lia	nter into a contract in accordance with the bid or proposal attached y the bid or proposal, and shall in all other respects perform the ion shall be null and void, otherwise this obligation shall remain in fubility of the Surety for any and all claims hereunder shall, in no even		
The Surety, for the valu way impaired or affected by any waive notice of any such extensi	extension of the time within which	agrees that the obligations of said Surety and its bond shall be in no the Obligee may accept such bid, and said Surety does hereby		
IN WITNESS WHEREC	F, Principal and Surety have her	eunto set their hands and seals, and such of them as are corporation		
have caused their corporate sea	Is to be affixed hereunto and thes	e 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)		

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.

AGENCY_

BID BOND PREPARATION INSTRUCTIONS

			RFQ/RFP#(B)
		nu n	>
(4)	WILL Charles A manuary	Bid Bo	no
(A)	WV State Agency	KNOW ALL MEN BY THESE P.	RESENTS, That we, the undersigned,
•	(Stated on Page 1 "Spending Unit")	ot U	of (G)
	Request for Quotation Number (upper	as Principal, and (F)	_ ot,
200	right corner of page #1)		organized and existing under the laws
(C)	Your Company Name	of the State of with it	
(D)	City, Location of your Company	(J) , as Surety, are h	neld and firmly bound unto The State
(E)	State, Location of your Company	of West Virginia, as Obligee, in the penal s	um of(K)
(F)	Surety Corporate Name	(\$ (L)) for the paymen	
(G)	City, Location of Surety	we jointly and severally bind ourselves, our	r heirs, administrators, executors,
(H)	State, Location of Surety	successors and assigns.	
(I)	State of Surety Incorporation		tion is such that whereas the Principal
(J)	City of Surety Incorporation	has submitted to the Purchasing Section of	
(K)	Minimum amount of acceptable bid	a certain bid or proposal, attached hereto ar	
	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, o	r
(O)	Month	(b) If said bid shall be accepted a	nd the Principal shall enter into a
(P)	Year	contract in accordance with the bid or prop	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 creat	ed by the acceptance of said bid then
(S)	Signature of President or Vice	this obligation shall be null and void, other	
	President	force and effect. It is expressly understood	l and agreed that the liability of the
(T)	Title of person signing	Surety for any and all claims hereunder sha	all, in no event, exceed the penal
(U)	Raised Corporate Seal of Surety	amount of this obligation as herein stated	
(V)	Corporate Name of Surety	The Surety for value received, he	reby stipulates and agrees that the
(W)	Signature of Attorney in Fact of the	obligations of said Surety and its bond shall	ll be in no way impaired or affected by
	Surety	any extension of time within which the Ob	ligee may accept such bid: and said
NOTE:	Dated, Power of Attorney with Raised	Surety does hereby waive notice of any suc	ch extension.
	Surety Seal must accompany this bid	IN WITNESS WHEREOF, Princi	ipal and Surety have hereunto set their
	bond.	hands and seals, and such of them as are co	
		seals to be affixed hereto and these present	
		this (N) day of (O)	
		•	
		Principal Corporate Seal	(Q)
		• •	(Name of Principal)
		(R)	By(S)
		`,	(Must be President or
			Vice President)
			(T)
			Title
		(U)	* ***
		Surety Corporate Seal	(V)
			(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.