



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
 MMB11028

PAGE
 1

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE:

12/23/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: BID BOND AND DRUG-FREE WORKPLACE AFFIDAVIT ARE REQUIRED WITH THE BID SUBMISSION. ***** MANDATORY PRE-BID MEETING ON 12/6/2010 AT 11:00 AM IN THE ADMINISTRATION CONFERENCE ROOM AT MILDRED MITCHELL- BATEMAN HOSPITAL AT 1530 NORWAY AVENUE, HUNTINGTON, WV *****						
0001	1	EA		936-73		
	HARDWARE SERVER, COMPLETE					
0002	4	EA		936-73		
	WORKSTATIONS					
0003	31	EA		936-73		
	PROXIMITY CARD READERS					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. 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).



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0004	31	EA		936-73		
				ELECTRONIC DOOR HARDWARE		
0005	31	EA		936-73		
				SURVEILLANCE CAMERAS		
0006	31	EA		936-73		
				MAGNETIC DOOR LOCKS		
0007	1	EA		936-73		
				HARDWARE FOR ACCESS CARD PREPARATION		
0008	1	EA		936-73		
				PROGRAM INTERFACE		

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0009	1	EA	936-73	OPERATIONAL INTERFACE		
0010	1	EA	936-73	ACCESS CONTROL SYSTEM SOFTWARE		
0011	1	EA	936-73	SOFTWARE FOR PREPARATION OF ACCESS CARDS FOR STAFF		
0012	1	EA	936-73	INSTALATION COST OF HARDWARE AND SOFTWARE.		
0013	1	EA	936-73	BATTERY BACKUP		

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0014	2	EA		936-73		
TWO (2) YEAR WARRANTY FOR SOFTWARE, HARDWARE, LABOR AND PARTS.						
0015	3	EA		936-73		
TRAINING COST						
0016	1,000	EA		936-73		
ACCESS CARD SUPPLIES						
<p>MILDRED MITCHELL-BATEMAN HOSPITAL IS SEEKING BIDS FOR THE PURCHASING AND INSTALLATION OF AN ACCESS CONTROL SYSTEM DESIGNED TO INCLUDE READER IN/READER OUT CAPABILITIES AT THIRTY-ONE (31) EXTERIOR DOOR (MAPS ATTACHED) AT THE FACILITY, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/7/2010. QUESTIONS MAY BE</p>						

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<p>SENT VIA USPS, FAX, 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 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: ROBERTA.A.WAGNER@WV.GOV.</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/6/2010 AT 11:00 AM IN THE ADM. CONF. RM AT MILDRED MITCHELL-BATEMAN. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. 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. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT 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.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T 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 ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WIT</p>						

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<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 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 CABELL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING 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</p>						

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<p>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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF</p>						

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<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID 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>						

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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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
 MMB11028

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED 11/10/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 NOS.:						
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 THE BIDS.						
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.						
.....					SIGNATURE	
.....					COMPANY	
.....					DATE	
REV. 11/96						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

RFQ COPY
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 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</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'



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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
MMB11028

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13

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES
	MILDRED MITCHELL-BATEMAN
	HOSPITAL
	1530 NORWAY AVENUE
	HUNTINGTON, WV
	25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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 THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----MMB11028-----</p> <p>BID OPENING DATE:-----12/23/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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Request for Quotation

RFQ NUMBER
 MMB11028

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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 MILDRED MITCHELL-BATEMAN
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 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2010				

BID OPENING DATE: 12/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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: ----- PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. ***** THIS IS THE END OF RFQ MMB11028 ***** 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'

SPECIFICATIONS
ACCESS CONTROL SECURITY SYSTEM
MMB11028

West Virginia Department of Health and Human Resources
 Bureau for Behavioral Health and Health Facilities
Mildred Mitchell-Bateman Hospital
1530 Norway Avenue
Huntington, WV 25709

SPECIFICATIONS

Mildred Mitchell-Bateman Hospital is seeking bids for the purchase and installation of an access control system designed to include reader in/reader out capabilities at thirty-one (31) exterior doors (maps attached) at the facility.

GENERAL CONDITIONS

It is the intent of the Hospital to purchase a complete "access control system" with surveillance cameras for all external doors on campus (5 buildings) plus several internal doors that are curtail for ingress/egress. The vendor must furnish all software, hardware and install the access control system to an operational status.

SCOPE OF WORK

Vendor shall provide and install proximity card readers, electronic door hardware and ancillary equipment for thirty-one (31) exterior doors at Mildred Mitchell-Bateman Hospital.

System requirements:

1. The hardware equipment must be integrated with vendor provided management software, which will be used by the security office, safety office, maintenance department and the switchboard.
2. The system must tie into the generator which is electronically controlled.
3. The card reader system must be capable of connecting to the existing Edwards EST III fire alarm system and must comply with all the West Virginia Fire Marshal codes and regulations.
4. Proximity card readers must be installed at each of the thirty-one (31) exterior doors.
5. A magnetic lock must be installed at each of the thirty-one (31) exterior doors.
6. Vendor shall provide all computer hardware and software equipment required to run the system.
7. Vendor must provide a system to generate and assign 650 access cards to the staff of the hospital.
8. The system must be capable of expansion and upgrading to include up to a maximum of fifty (50) doors and fifty (50) video cameras (including 8 internal doors). map attached
9. Must have a battery back-up system that can power the product temporarily for fifteen (15) minutes during a power outage.
10. System shall have a two (2) year full warranty on all software, hardware, parts and labor.
11. The price must include complete installation and labor for the project at minimum prevailing wages for Cabell County if applicable.
12. System shall allow for at least three (3) administrator accounts to do maintenance.

13. **Cameras:**

- a. All the cameras shall function as a video surveillance camera with ultra-wide dynamic range in indoor or outdoor applications.
- b. The camera housing shall be constructed of heavy-duty aluminum with a polycarbonate style dome.
 - i. The housing shall have an IP66 rating (Ingress Protection and the rating to specify the strength of the enclosure).
 - ii. The housing shall include a captive shroud to conceal camera position.
 - iii. The housing shall utilize a mechanism to allow for optimization of the field of view in various mounting locations.
- c. The camera shall meet or exceed the following specifications:
 - i. The camera shall have wide dynamic range technology, where each pixel is individually optimized to show details in shadows and highlights.
 - ii. The camera shall have a minimum dynamic range of 95 dB typical and a maximum dynamic range of 120 dB.
 - iii. The signal system shall be NTSC (National Television System Committee) or PAL (Phase Alternating Line) selectable.
 - iv. The scanning system shall be 525/60 for NTSC and 625/50 for PAL.
 - v. The synchronization shall be internal or AC line locks.
 - vi. The overall resolution that the camera provides shall be 540 television lines.
 - vii. The camera shall have 720 horizontal and 540 vertical picture elements NTSC.
 - viii. The signal-to-noise ratio shall be better than 49 dB.
 - ix. The gamma compensation shall be 0.45 NTSC or 0.36 PAL.
 - x. The frame integration shall be between 2x and 32x.
 - xi. The camera shall have color balance and white balance as AWB (AutoWikiBrowser) or ATW-Extend.
 - xii. The camera shall have automatic gain control, fully programmable.
 - xiii. The camera shall have a composite video output.
 1. The video output shall be 1.0 V p-p (1 Volt Peak to Peak) at 75-ohm load.
- d. The environmental specifications for the dome shall be as follows:
 - i. Operating temperature shall be -58 to 122 degrees Fahrenheit or -50 to 50 degrees Celsius.

14. **Network DVR**

Minimum requirements

- a. Workstation requirements for memory capacity, hard drive capacity, processor speed, as well as specifying single dual core or dual processors, and multi-monitor displays shall be required with the following minimum specifications.
 - i. Up to 15 frames per second at 2CIF (Common Interchange Format) Resolution.
 - ii. 30 days storage at 7 FPS (Frames per Second) 2 CIF resolution.
 - iii. Software based Integration with Access Control software-video will pop up inside of access software based on alarms. (No hardware integration-software only)
 - iv. Hybrid based-will record up to 50 digital or analog cameras or encoder streams.

- v. View video through IP (Internet Protocol) based browser (Internet Explorer or equal).
 - vi. Must be UL (Underwriters Laboratories) and CE (Copyediting) listed.
 - vii. Internal Dual Layer DVD-RW (digital video disc-rewriteable).
 - viii. Intel (or equal) @Core™i7-975 (3.33GHz, 8MB L3 Cache)
 - ix. 8 GB (gigabyte) RAM.
 - x. 1 Terabyte (unit of measure) (SI (prefix that precedes a basic unit of measure) multiple of the unit byte for digital information storage) HD (hard drive) configurable to be supported by Raid-1 redundancy. Two (2) each.
 - xi. 25-inch LCD display, supporting a minimum 32bit high color at 1440x900 resolution.
 - xii. 1000MB Ethernet Network Interface Card.
 - xiii. Standard 101-key keyboard and 2-button wheel mouse.
- b. Network DVR shall include the following connectors
- i. Accessory I/O (Input and Output) ports
 - ii. RS-485/422 (Bidirectional Convertor). Two (2) each.
 - iii. Alarm input (16)
 - iv. Form C alarm relay (SPDT (single-pole double-throw) and break the connection with one throw before making contact with the other (break-before-make)). Two (2) each.
 - v. USB (Universal Serial Bus). Three (3) each.
 - vi. Two connectors shall be located on the back panel and one on the front panel.
 - vii. RS-232(Recommended Standard 232) serial port: DB-9 (analog 9-pin plug of the D-Subminiature connector family).
 - viii. Composite video in: BNC (Bayonet Neill-Concelman) connector (16), looping auto terminating
 - ix. Composite video out, Monitor A: BNC. One (1) each.
 - x. Analog video out Monitor A: VGA (video graphics array). *One (1) each.*
 - xi. Composite video out, Monitor B: BNC. One (1) each.
 - xii. Audio in: RCA (Radio Corporation of America) (or equal). Two (2) each.
 - xiii. Audio out: RCA (or equal). One (1) each.
 - xiv. 1000 Ethernet (the speed our network works at): RJ-45 connector (Registered Jacks). One (1) each.

15. DVR Control Software

- a. Architecture:
 - i. The SMS (Software Management System) shall be a scalable Microsoft Windows (or equal) based client/server application for deployment of integrated security operations to include system configuration management & administration, command & control, and real-time monitoring for access control, alarm management, video surveillance, photo ID credentialing, and interfacing with secondary security subsystems and business database applications.
 - ii. The SMS application shall be a true 32bit application; supported on Microsoft Windows (or equal) XP, Vista, Server 2003 Operating Systems on 32bit server deployments.

- iii. The SMS database shall be supported on Microsoft (or equal) based 32 bit architecture.
 - iv. The SMS deployment shall allow but not require, the separation of database server, file server, and application server roles to provide maximum flexibility and conformance with IT data center deployment practices.
- b. Operator Interface:
- i. The SMS shall use a Windows (or equal) based client application interface for system configuration management, administration, and monitoring operations.
 - ii. The SMS shall provide a mouse-driven, Windows (or equal) based, graphical user interface allowing operator(s) to open and work on multiple application windows simultaneously, at host server and client workstation(s) with minimal degradation to system performance.
 - iii. The SMS shall support defining an unlimited number of operators; application access via workstation(s) shall be restricted by operator login and password. Operator passwords shall be stored in an encrypted manner. The SMS shall provide the ability to setup password rules for password length and expiration periods for the system operators.
 - iv. The SMS shall allow operator authentication through an Active Directory Server, bypassing SMS storing passwords. Operator access with the SMS shall continue to be defined within the SMS configuration forms.
- c. Program Interface: The SMS shall support a program interface (PI), which allows authorized connections between the SMS and external systems for developing custom interfaces and providing tightly coupled integrated solutions. The PI for the SMS shall facilitate real-time response to monitored events processed by the SMS as well as control of devices managed by the SMS.
- i. The SMS shall only allow authorized connections through the PI.
 - ii. The SMS shall allow up to twenty-five (25) concurrent connections to external systems through the PI.
 - iii. The PI shall expose the following aspects of the SMS:
 - 1. Bi-directional alarm event processing for monitoring and acknowledgement.
 - 2. Receiving SMS card access activity events.
 - 3. Receiving digital input events.
 - 4. Receiving intrusion zone events.
 - 5. Control of operator logins.
 - 6. Control of alarm point monitoring On/Off.
 - 7. Control of digital input points enable/Disable.
 - 8. Control of digital output points Open/Close.
 - 9. Control of intrusion zones Arm/Disarm.
 - 10. Control of control panel Modes.
- d. Application & Database Server:
- i. Professional Class Platform: Supported on Microsoft Windows XP (or equal) or Server 2003 .
 - ii. Enterprise Class Server Platform: Microsoft Server (or equal) 2003 32bit.
- e. Client Workstations:

- i. Microsoft Windows [XP or Vista]. (or equal)
- ii. Intel (or equal) Dual Quad core at a minimum of 3GHz (or equal).
- iii. 8 GB RAM.
- iv. Dual Layer DVD-RW.
- v. 250 GB HD.
- vi. 25" LCD display, supporting a minimum 32bit high color at 1440x900 resolution.
- vii. 1000MB Ethernet Network Interface Card.
- viii. Standard 101-key keyboard and 2-button wheel mouse.

The Vendor must provide in-house training on the systems to three staff persons who will need to be able to attain a 90% proficiency score before training can cease.

Maps of the location of the thirty-one (31) doors have been identified on the floor plans of the five (5) buildings on our campus. See attached.

Vendor Qualifications

The successful vendor must be registered with the State of West Virginia and will be required to provide a valid current contractor's license and proof of liability insurance.

Method of Award

The award of this RFQ shall be based upon the lowest Vendor's bid after meeting all the specifications.

The Agency will provide a notice to Proceed Letter to advise the successful vendor when the project is to start and the project must be completed within 120 days of the notice to proceed.

Payment of Invoice

Payment for the product will be after complete installation and test running the system to all locations on the campus.

Cost Sheet

Each Vendor must complete the attached Cost Sheet before submitting their bid:

COST SHEET FOR ACCESS CONTROL SYSTEM

MMB11028

Mildred Mitchell-Bateman Hospital, Huntington, WV

Vendor offers completion of the specifications detailed by this RFQ for the following bid price:

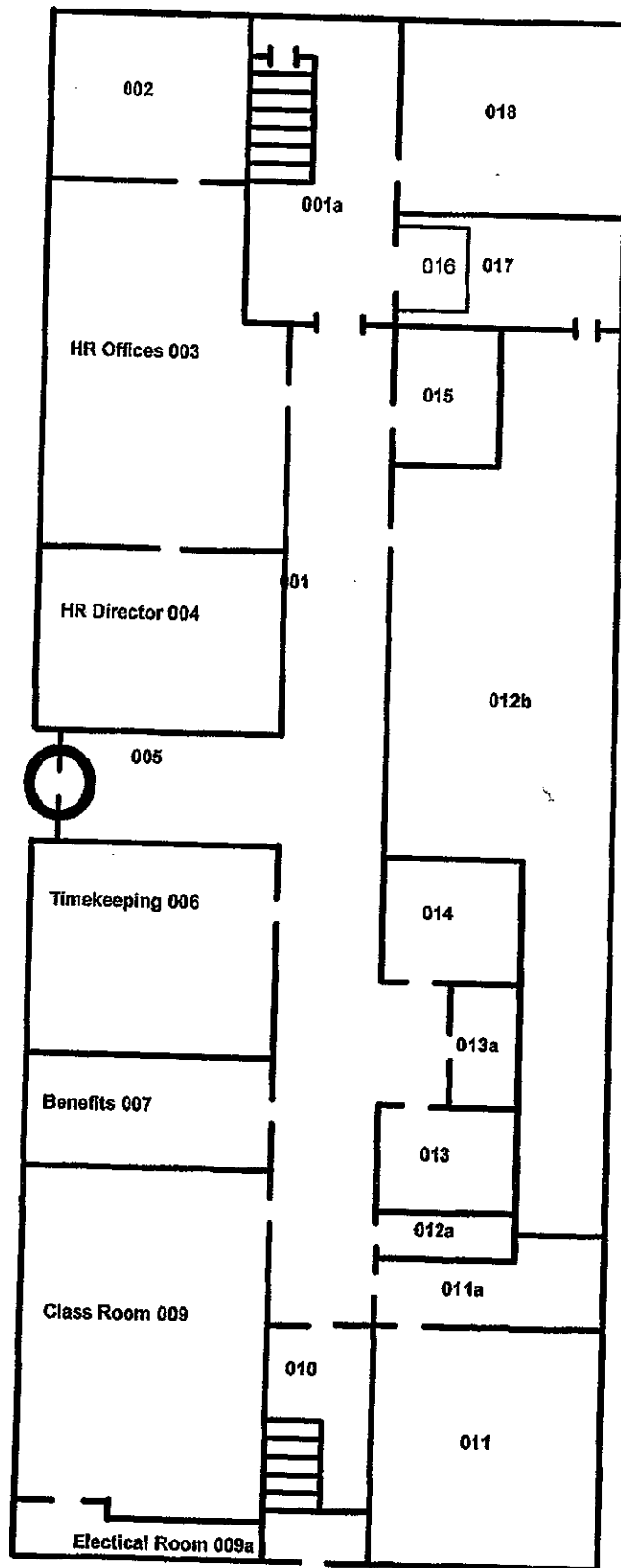
EQUIPMENT	Quantity	UNIT PRICE	TOTAL AMOUNT BID
Hardware server, complete	1		
Workstations	4		
Proximity card readers	31		
Electronic door hardware	31		
Surveillance cameras	31		
Magnetic door locks	31		
Hardware for Access Card preparation	1		
Program Interface	1		
Operational Interface	1		
OTHER COSTS			
Access Control System software	1		
Software for preparation of access cards for staff	1		
Installation cost of hardware and software	1		
Battery backup	1		
Two (2) year warranty for software, hardware, labor and parts.	2		
Training cost	3		
Access Card supplies	1000		

GRAND TOTAL		\$
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Submitted by Vendor on _____ day of _____, 2010.

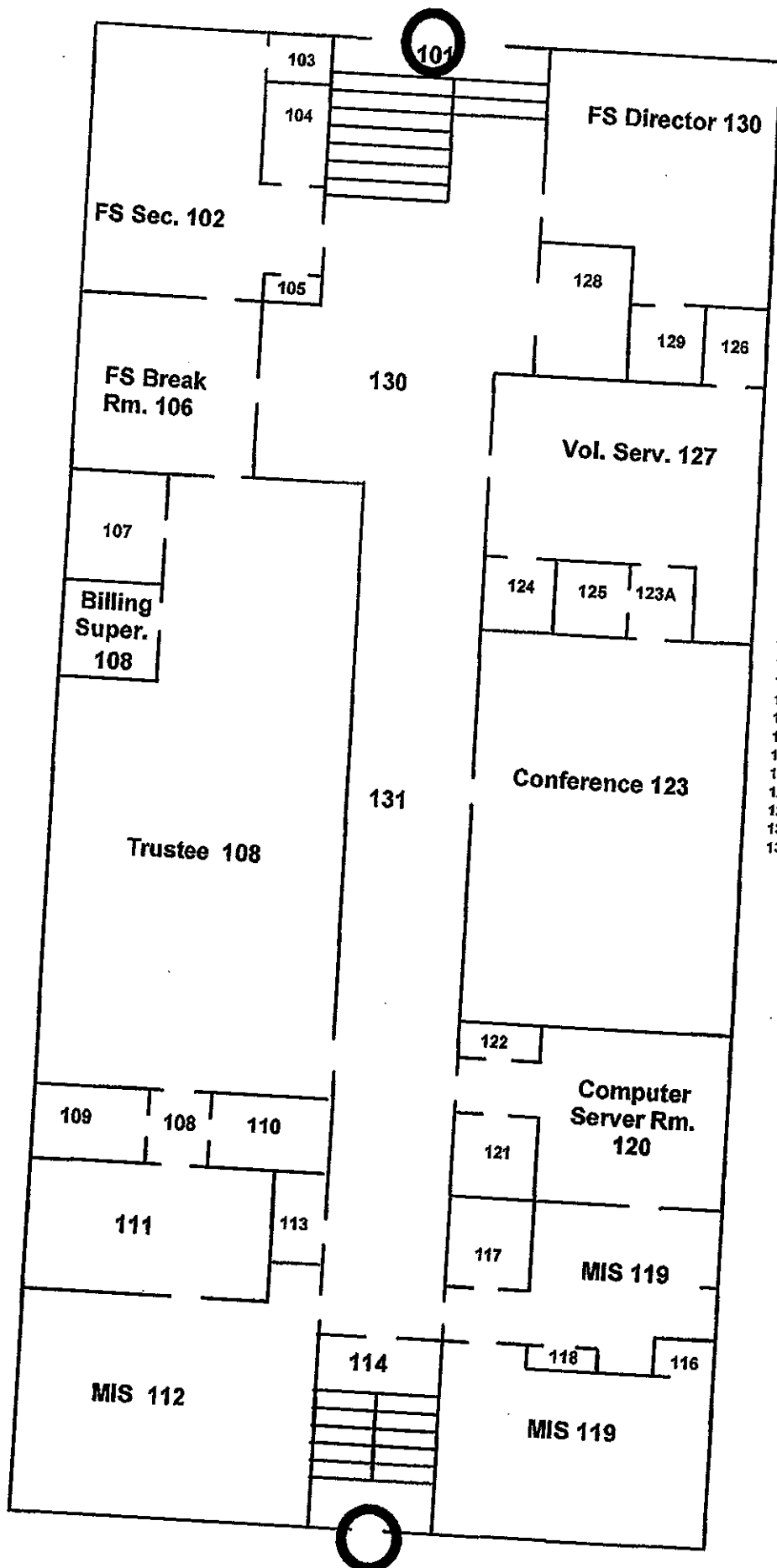
Vendors Representative signature

Representatives Title

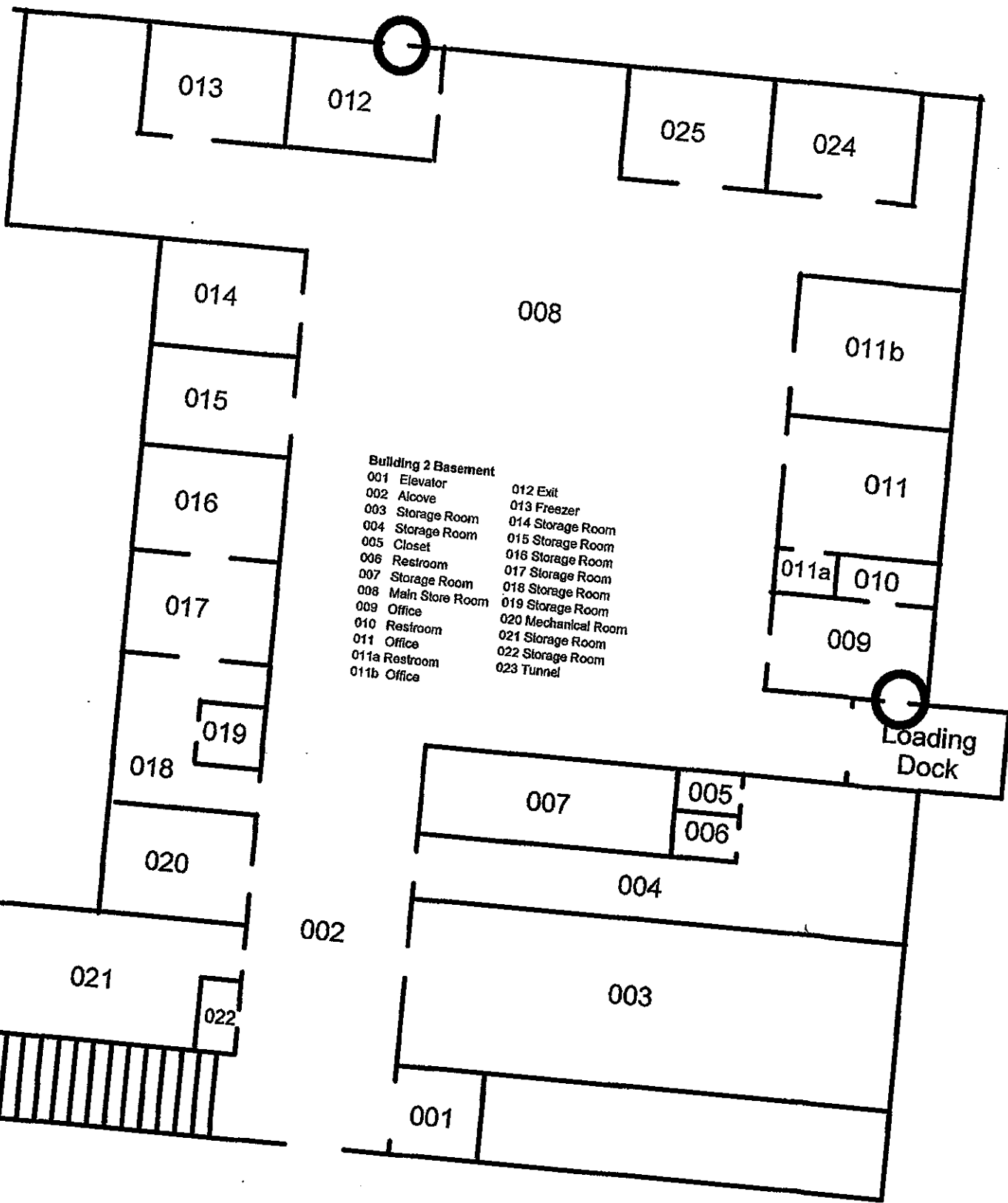


**ADMINISTRATION BUILDING Basement
BUILDING 1**

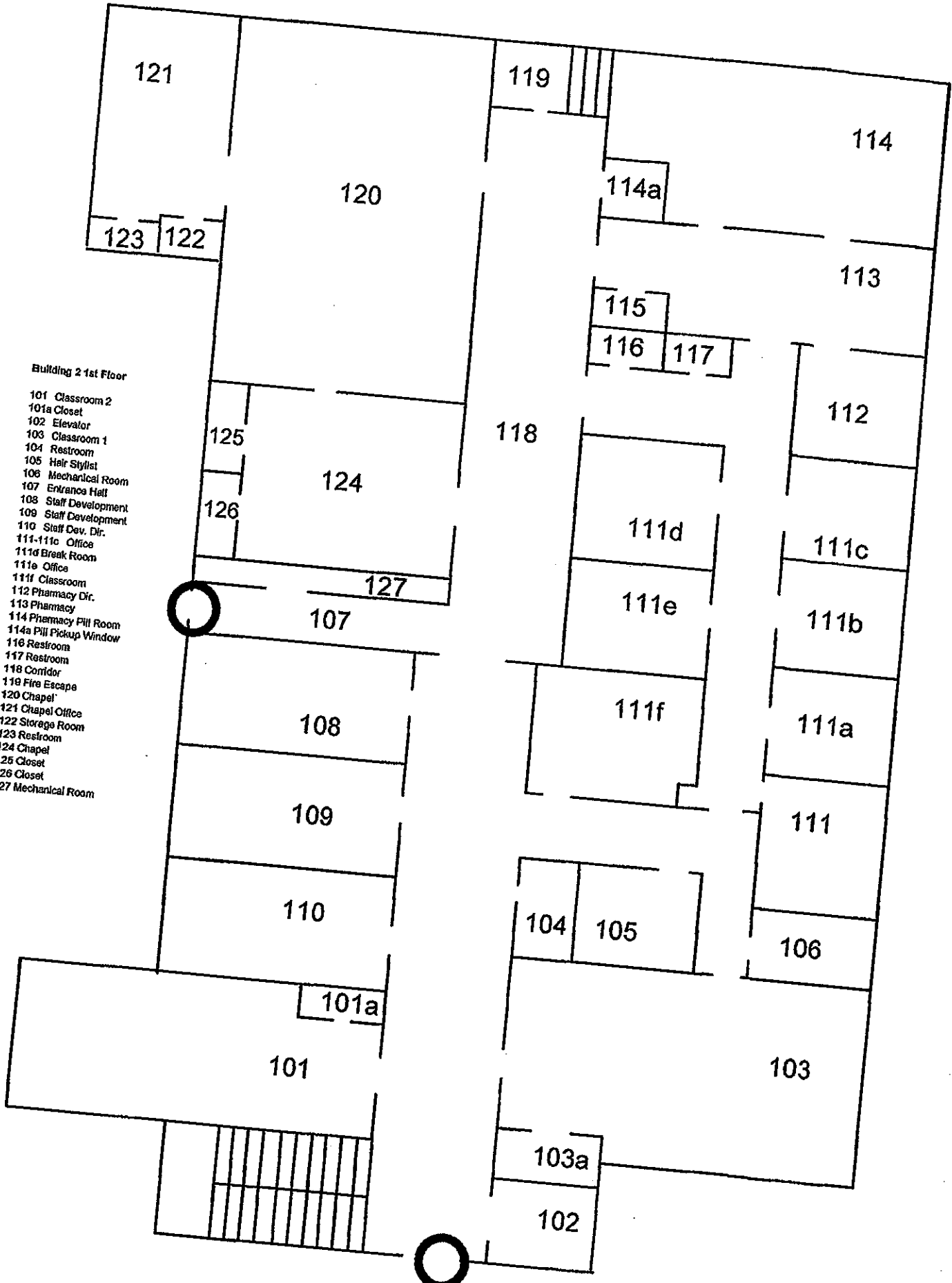
- 001 Corridor
- 001a Stairway
- 002 Mechanical Room
- 003 Office (Human Relations)
- 004 Office (Director of Human Relations)
- 005 Entrance
- 006 Timekeeping offices
- 007 Office (Human Relations File Room)
- 009 Employee Break Room
- 009a Electrical Mechanical Room
- 010 Stairway/Rear Exit
- 011 Mechanical/Storage Room
- 011a Break Room
- 012a Housekeeping Room
- 012b Storage Room
- 013 Public Bathroom
- 013a Housekeeping Room
- 014 Unisex Restroom
- 015 Storage Room
- 016 Elevator
- 017 Mechanical Room
- 018 Mechanical Room



- Administration Building 1st Floor
Building 1**
- 101 Entrance
 - 102 Office (Dir Fiscal Services)
 - 103 Closet
 - 104 Restroom
 - 105 Closet
 - 106 Office (Secretary Fiscal Serv.)
 - 107 Fire Safe
 - 108 Office (Trustee / Billing)
 - 108A Corridor
 - 109 Restroom
 - 110 Restroom
 - 111 Copier Room
 - 112 Office (MIS)
 - 113 Housekeeping Closet
 - 114 Stairs
 - 115 Office (MIS)
 - 116 Closet
 - 117 Restroom
 - 118 Closet
 - 119 Office (MIS)
 - 120 Office (MIS)
 - 121 Restroom
 - 122 Closet
 - 123 Conference Room
 - 123A Corridor
 - 124 Closet
 - 125 Restroom
 - 126 Restroom
 - 127 Office (Volunteer Services)
 - 128 Elevator
 - 129 Restroom
 - 130 Office (Billing)
 - 131 Corridor

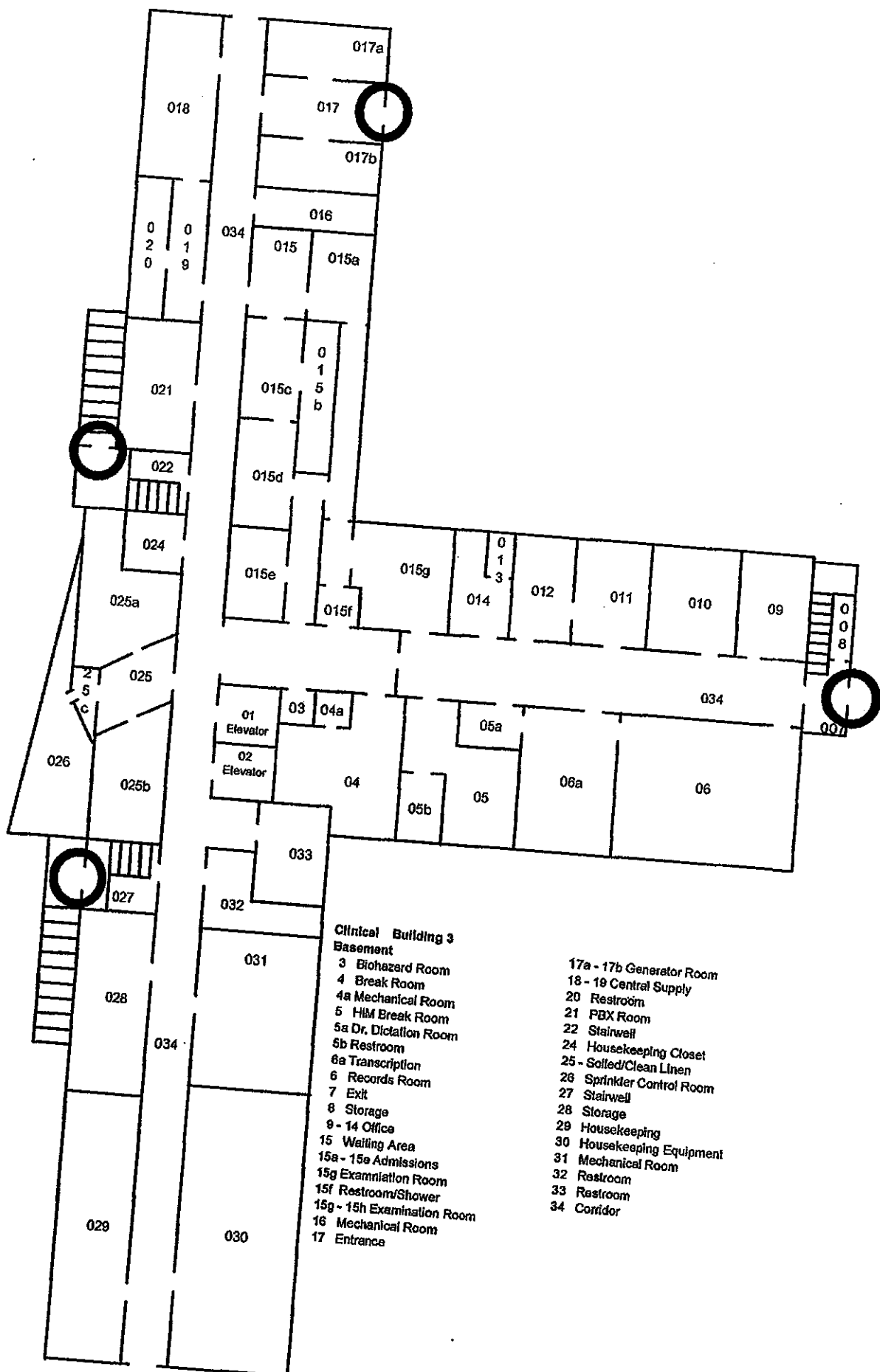


- Building 2 Basement**
- 001 Elevator
 - 002 Alcove
 - 003 Storage Room
 - 004 Storage Room
 - 005 Closet
 - 006 Restroom
 - 007 Storage Room
 - 008 Main Store Room
 - 009 Office
 - 010 Restroom
 - 011 Office
 - 011a Restroom
 - 011b Office
 - 012 Exit
 - 013 Freezer
 - 014 Storage Room
 - 015 Storage Room
 - 016 Storage Room
 - 017 Storage Room
 - 018 Storage Room
 - 019 Storage Room
 - 020 Mechanical Room
 - 021 Storage Room
 - 022 Storage Room
 - 023 Tunnel



Building 2 1st Floor

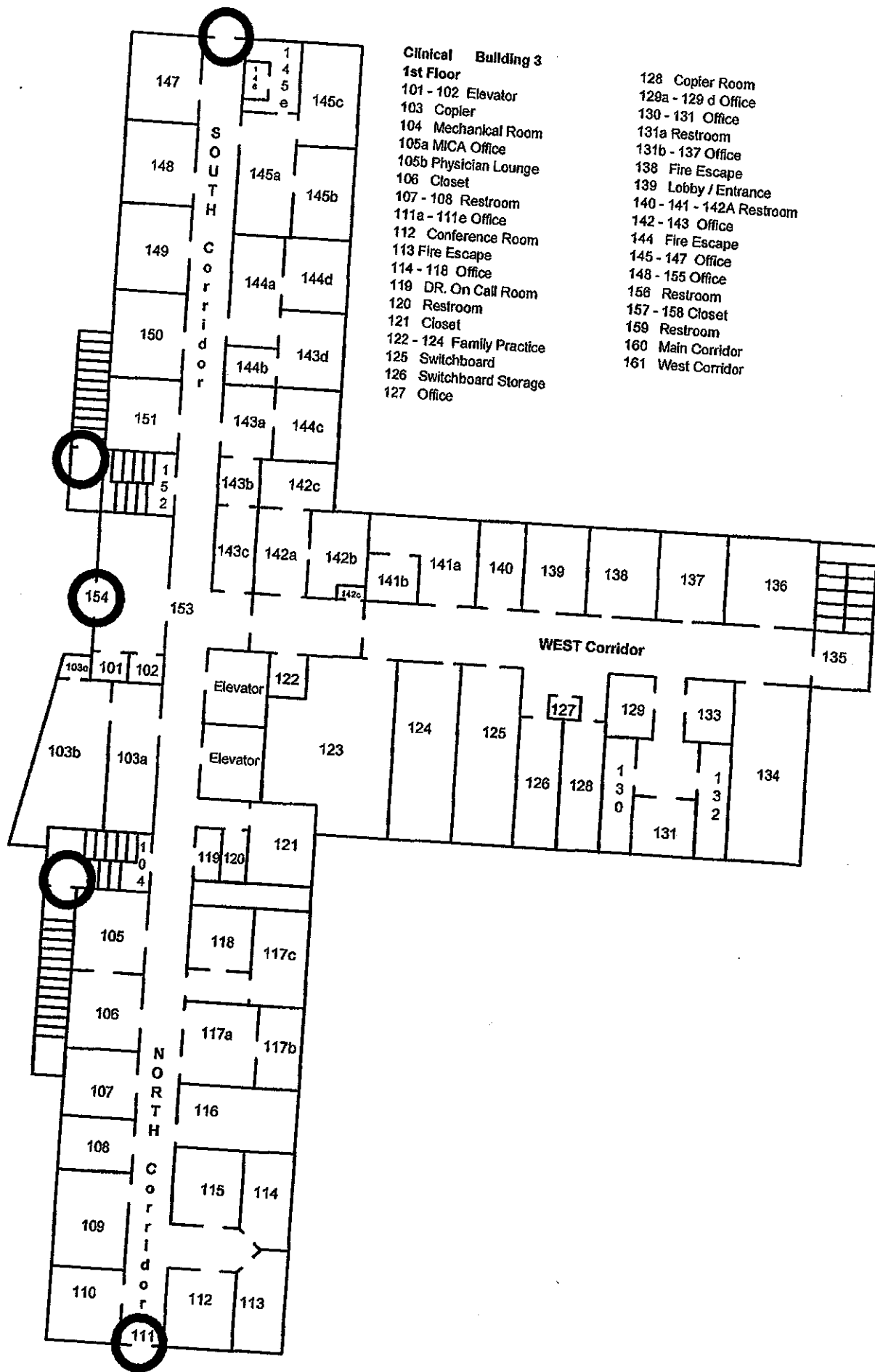
- 101 Classroom 2
- 101a Closet
- 102 Elevator
- 103 Classroom 1
- 104 Restroom
- 105 Hair Stylist
- 106 Mechanical Room
- 107 Entrance Hall
- 108 Staff Development
- 109 Staff Development
- 110 Staff Dev. Dir.
- 111-111c Office
- 111d Break Room
- 111e Office
- 111f Classroom
- 112 Pharmacy Dir.
- 113 Pharmacy
- 114 Pharmacy Pill Room
- 114a Pill Pickup Window
- 116 Restroom
- 117 Restroom
- 118 Corridor
- 119 Fire Escape
- 120 Chapel
- 121 Chapel Office
- 122 Storage Room
- 123 Restroom
- 124 Chapel
- 125 Closet
- 126 Closet
- 127 Mechanical Room

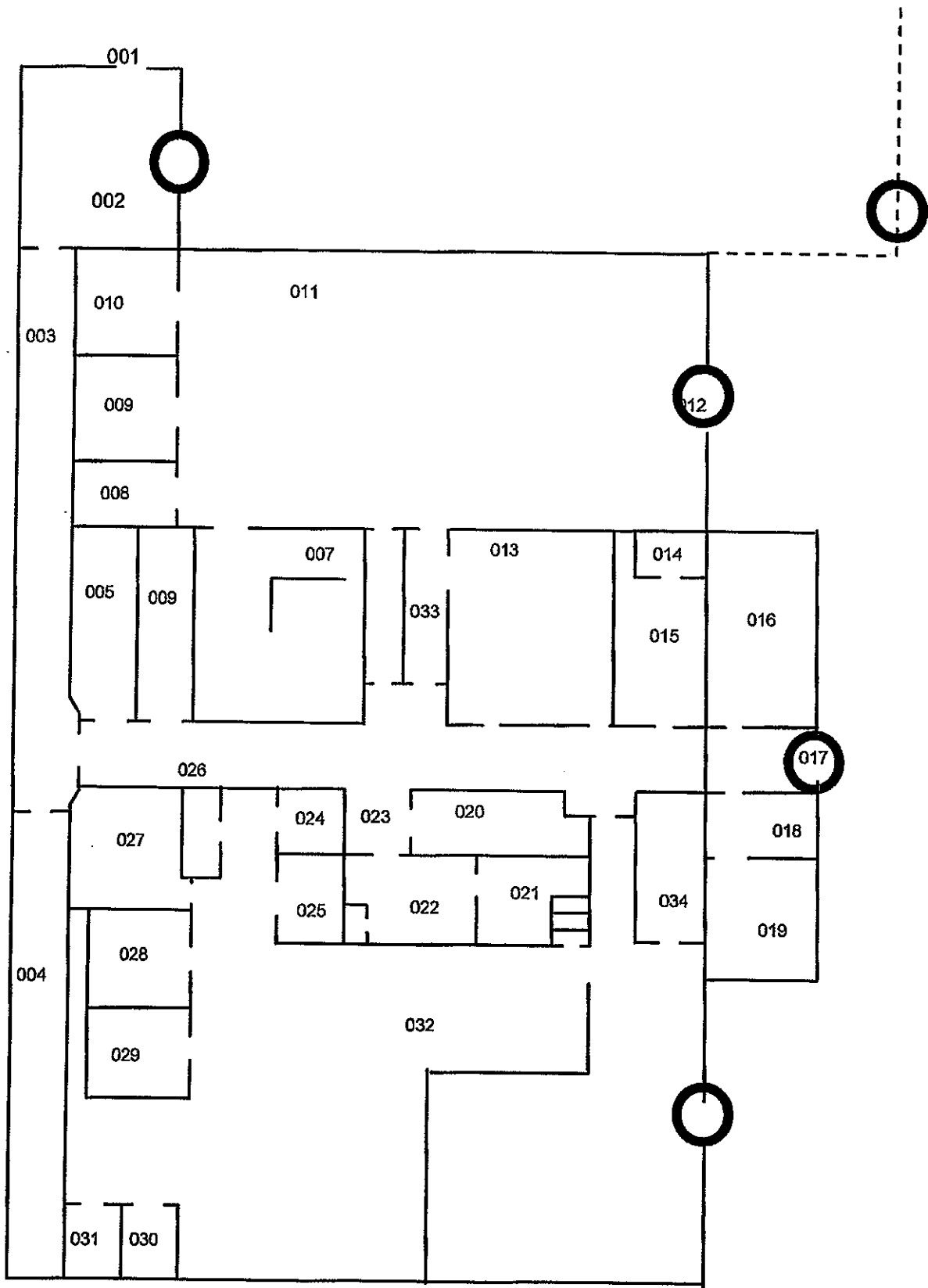


Clinical Building 3

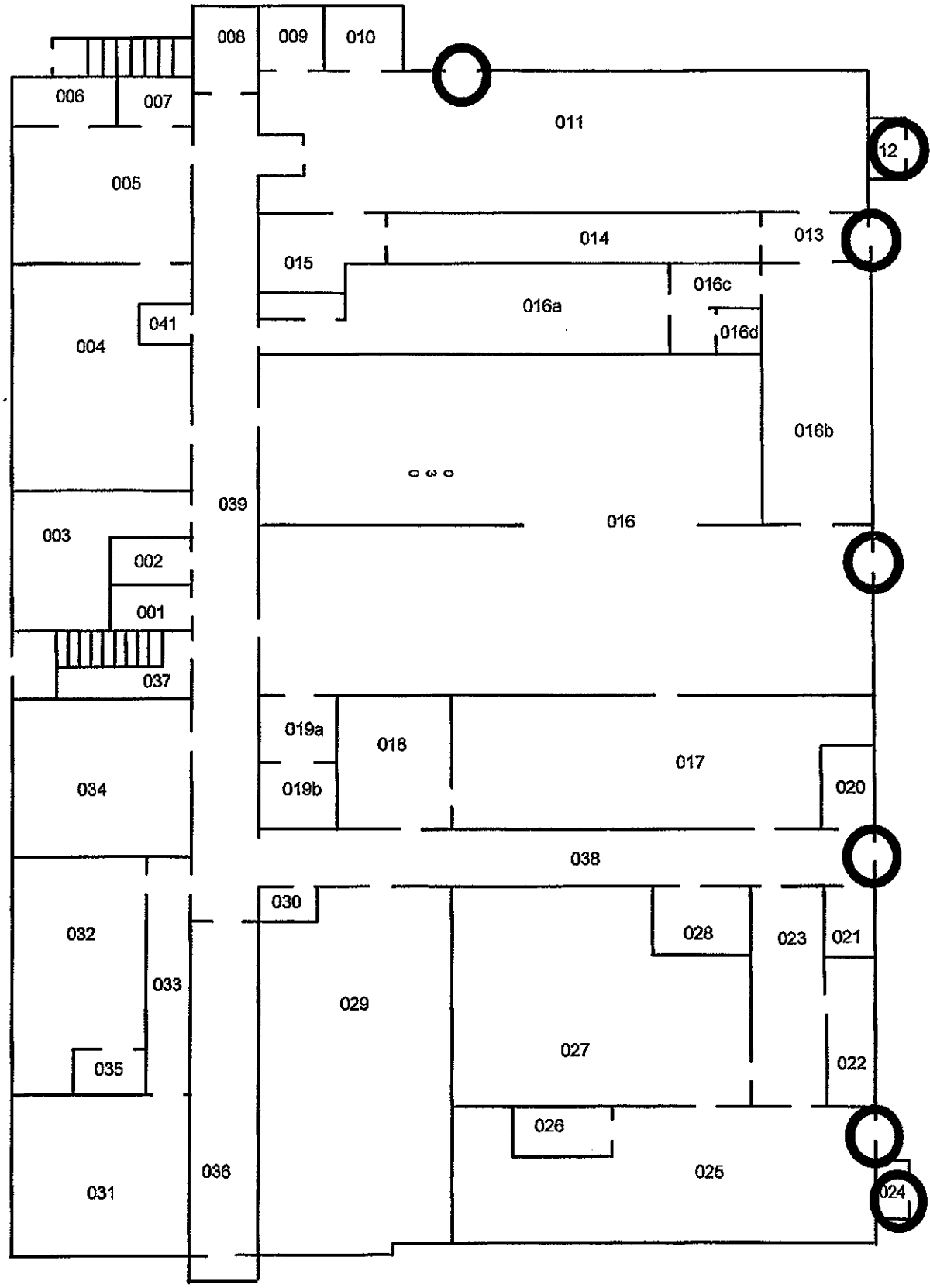
- Basement
- 3 Biohazard Room
- 4 Break Room
- 4a Mechanical Room
- 5 HIM Break Room
- 5a Dr. Dictation Room
- 5b Restroom
- 6a Transcription
- 6 Records Room
- 7 Exit
- 8 Storage
- 9 - 14 Office
- 15 Waiting Area
- 15a - 15e Admissions
- 15g Examination Room
- 15f Restroom/Shower
- 15g - 15h Examination Room
- 16 Mechanical Room
- 17 Entrance

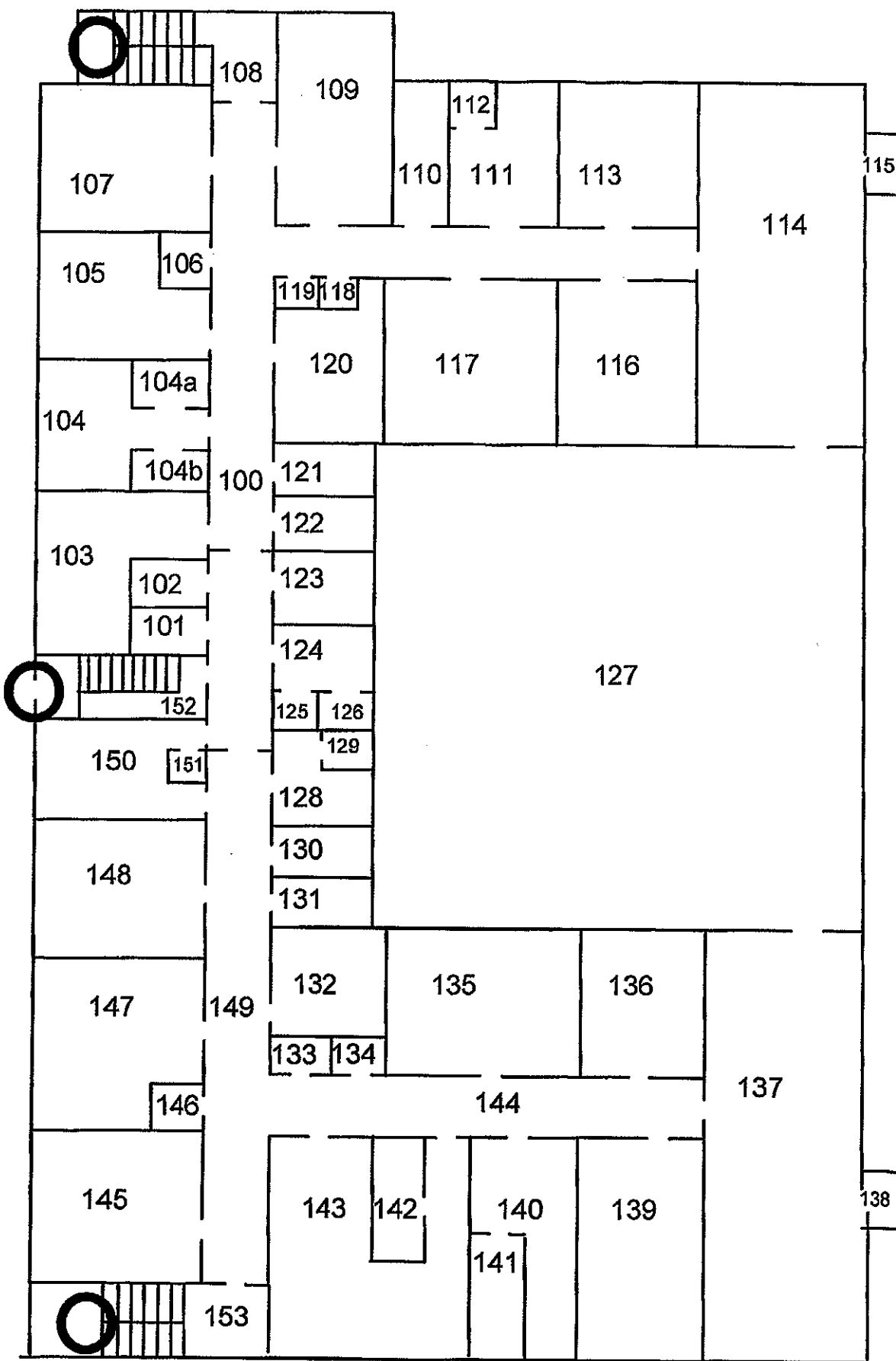
- 17a - 17b Generator Room
- 18 - 19 Central Supply
- 20 Restroom
- 21 PBX Room
- 22 Stairwell
- 24 Housekeeping Closet
- 25 - Soiled/Clean Linen
- 26 Sprinkler Control Room
- 27 Stairwell
- 28 Storage
- 29 Housekeeping
- 30 Housekeeping Equipment
- 31 Mechanical Room
- 32 Restroom
- 33 Restroom
- 34 Corridor





- | | | | |
|-----------------------|----------------------|-----------------------------|------------------------------------|
| Building 5 | 009 - 010 Restroom | 019A / 020 / 022 Restroom | 030 Storage |
| Basement | 011 Cafe | 019B Storage | 031 Paint Storage/Fire Alarm Panel |
| 001-002 Elevator | 012 Fire Escape | 023 Waiting Room (Lab) | 032 Housekeeping Room |
| 003 Sprinkler Control | 013 Entrance | 024 Fire Escape | 033 Corridor |
| 004 Bulb Room | 014 Cafe Storage | 025 Laboratory | 034 Mechanical room |
| 005 Break Room | 015 Cafe Office | 026 Storage | 035 Closet |
| 006 Office | 016 Recreation | 027 Laboratory Office | 036 Tunnel Storage |
| 007 Restroom | 016A / 016D Library | 028 Electrical Control Room | 037 Stairwell |
| 008 Stairwell | 017 - 018 Recreation | 029 Plumbing Shop | 038 - 039 Corridor |





Building 5
1st Floor
Unoccupied

Access Control Door Count

Building 1

Basement	#005
1 st Floor	#101
1 st floor	Exterior door by Stairwell #114

Building 2

Basement	Loading Dock Exterior Door by 3009 Office
Basement	Fire Escape Exterior Door #012
1 st Floor	Exterior Door by #127 Mechanical Room
1 st Floor	Exterior Door by #101 Stairwell

Building 3

Basement	Exterior Door #007
Basement	Exterior Door #017
Basement	Exterior Door Fire Escape in #22 Stairwell
Basement	Exterior Door Fire Escape in #27 Stairwell
1 st Floor	Exterior Door by Office #147
1 st Floor	Exterior fire Escape South East Corner of Building
1 st Floor	Exterior Fire Escape North East Corner of Building
1 st Floor	Exterior Door #154
1 st Floor	Exterior door North corner of Building by Office #111

Building 4

Basement	Exterior Door #017
Basement	Exterior Door #012
Basement	Exterior Door #002
Basement	Canteen Exterior Door
Basement	Gate to Fresh Air Area

Building 5

Basement	Exterior Door #012
Basement	Exterior Door #013
Basement	Exterior Door Rec Door by #016
Basement	Exterior Door Main by #038
Basement	Exterior Door #025
Basement	Exterior Door Pt. Apartment by #011
Basement	Exterior Door #022
1 st Floor	Exterior Fire Escape Southeast Corner of Building
1 st Floor	Exterior Fire Escape Northwest Corner of Building
1 st Floor	Exterior Door in Stairwell #152

RFQ No. mmB11028

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 ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ATTACHMENT
P.O.# mmb11028

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

Title

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

STATE OF _____

COUNTY OF _____, **TO-WIT:**

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed 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.

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 – 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 (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

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 Obligee, 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (U)
By (S) (T)
(Name of Principal)
(Must be President or Vice President)
Title

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.