



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
WSH11134

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 CENTRAL RECEIVING
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/01/2011				

BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WSH11134						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 2</p>						

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Questions and answers for per bid WSH11134

1. We are reviewing the above quote for response. I see that there is a mandatory pre-bid conference scheduled. Are there any other requirements besides what is written in the bid, that must be followed, or additional equipment or labor to be furnished besides what is printed in the bid?
 - Answer: There are no additional requirements other than what is written in the bid. No additional equipment or labor is required.
2. Can you please advise the length of time that we will need to hold our pricing?
 - Answer: Pricing must be held for 90 days.
3. Is it the agency's intent to have 1 shipment or will you require shipments spread out over a period of time?
 - Answer: Agency will accept single or multiple shipments as long as entire order is received by July 1, 2011.
4. The RFQ has listed a few different size grab bars, can you please provide us with the quantities needed for each size?
 - Answer:
 - 15 each at 48 in. long.
 - 13 each at 36 in. long.
 - 1 each at 32 in. long
 - 14 each at 24in.X 24in. corner.
5. Can you please indicate the weight the local preference will carry? If we are not a local vendor, can we strike through this section and mark "not applicable"?
 - Answer: The only time the RVP comes into play is when the low bidder is not in-state and the weight would be the percentage claimed by the in-state vendor. Yes, you can mark "not applicable" on the RVP if it does not apply to you company.

Additional change request: Required delivery date will change from May 1, 2011 to June 30, 2011 to allow for sufficient time for the vendors to manufacture and deliver all products.

WSH1134

SIGN IN SHEET

PLEASE PRINT

Page 1 of 2

Date: 3-29-11

Request for Proposal No.

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

TELEPHONE & FAX NUMBERS

Company:	Compton Metal INC	212 Box 310 Clarkburg	PHONE 309-622-2030
Rep:	JEFF WADDE	2630C	TOLL FREE
Email Address:	comptonmetals.com		FAX 304-622-1977
Company:	Staley Security Solutions	7350-B Side Road	PHONE 724-712-1645
Rep:	Mark Manfred	Monroeville PA 15146	TOLL FREE 966-999-0275
Email Address:	manfred@staleyworks.com		FAX 866-265-0715
Company:	Don Hill construction	PO Box 655 Cowley Bridge WA 23288	PHONE 304-632-1600
Rep:	Michelle Schuchel	Lizemoreville 25725	TOLL FREE
Email Address:	R Don Hill Construction		FAX 304-632-1500
Company:	Campos Precision	22195 Poplar 39	PHONE 304-249-3123
Rep:	Charles Campos	Weston, WV. 26452	TOLL FREE
Email Address:	Campos Precision & Earthworks		FAX 304-249-3123
Company:	Interline Brands OGA Services	61 9th Ave	PHONE
Rep:	Neal Regel / Tom Bierlein	St. Albans NY 12082	TOLL FREE 800-476-5830 X115095
Email Address:	bierlein@interlinebrands.com		FAX 800-476-5848

RECEIVED

WSA 11134

Request for Proposal No.

PLEASE PRINT

SIGN IN SHEET

Page 2 of 2

Date: 3-29-11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Architectural Interior Prods</u> Rep: <u>Jim Lloyd</u> Email Address: <u>Jim @ aipinc. biz</u>	<u>252 VanKirk Drive</u> <u>Fairmont, WV</u>	PHONE <u>304-534-5868</u> TOLL FREE FAX <u>304-534-5861</u>
Company: <u>Huffman Corporation</u> Rep: <u>Bill Triplett</u> Email Address: <u>huffmancorp@aol.com</u>	<u>415-A Bearden Drive</u> <u>Bridgport WV 26330</u>	PHONE <u>304-842-8500</u> TOLL FREE FAX <u>304-842-8526</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE FAX _____