

540-667-5078-Phone 540-667-3693-fax

# WINCHESTER

S·E·C·U·R·I·T·Y LLC



by Honeywell

SEALED BID

Buyer: Frank Whittaker  
FILE 44

REQ. NO: RMA 900018

BID OPENING DATE: 1/22/09

BID OPENING TIME: 1:30 p.m.

**Fax Transmittal**

**From:** DOUG MORGAN

**To:** WV STATE RAIL AUTHORITY

**Fax #:** 304-558-3970

**Pages (incl. cover sheet):** 8

DCJS# 11-5507

248 Airport Rd. Winchester, Va. 22602

RECEIVED  
2009 JAN 22 A 9:21  
PURCHASING DIVISION  
STATE OF WV



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  
**RMA900018**

PAGE  
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ADDRESS OF RESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

RFQ COPY

**Winchester Security LLC  
 248 Airport Rd  
 Winchester, VA 22602**

RFQ COPY

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/03/2008				

BID OPENING DATE: **12/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... </p> <p>NO. 4 ..... </p> <p>NO. 5 ..... </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Douglas B. Morgan* TELEPHONE **540-667-5078** DATE **1-22-09**

TITLE **SALES + DESIGN** FEIN **01-0715058** ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

VENDOR

**Winchester Security LLC  
 248 Airport Rd  
 Winchester, VA 22602**

VENDOR

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11/03/2008				

BID OPENING DATE: **12/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY/NO	ITEM NUMBER	LIMIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <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><i>Douglas B. Morgan</i>.....SIGNATURE  <i>WINCHESTER SPRINKLER SECURITY</i>...COMPANY  <i>1-22-09</i>.....DATE</p> <p>REV. 11/96</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas B. Morgan</i>	TELEPHONE <i>540-607-5078</i>	DATE <i>1-22-09</i>
TITLE <i>Sales + Design</i>	FERN <i>01-0715058</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for Quotation**

RFQ NUMBER  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

**Winchester Security LLC  
 248 Airport Rd  
 Winchester, VA 22602**

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
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11/03/2008				

BID OPENING DATE: **12/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <b>WINCHESTER SPRINKLER/SECURITY LLC</b></p> <p>CONTRACTORS LICENSE NO.: <b>WV.041694</b></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 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:                  DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Donal B. Morgan</b>	TELEPHONE <b>540-667-5078</b>	DATE <b>1-22-09</b>
TITLE <b>Sales &amp; Design</b>	FERN <b>01-0715058</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2596**

RFQ COPY

**Winchester Security LLC  
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**WV STATE RAIL AUTHORITY  
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 RAILROAD  
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DATE PRINTED: <b>11/03/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>12/30/2008</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: FRANK WHITTAKER-FILE 44						
REQ. NO.: RMA900018						
BID OPENING DATE: 12/30/2008						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 540-667-3693						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- DOUG MORGAN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Doug B Morgan</i>	TELEPHONE 540-667-5078	DATE 1-22-09
TITLE Sales + Design	FEIN 01-0715058	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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**request for  
 Quotation**

RFQ NUMBER  
**RMA900018**

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**1**

ADDRESS CORRESPONDENCE TO CALL ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

**Winchester Security  
 248 Airport Road  
 Winchester, VA 22601**

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/08/2009				

BID OPENING DATE: **01/22/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 2</p> <p>THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS AND SUPPLY CLARIFICATIONS TO THE SPECIFICATIONS PER THE ATTACHED.</p> <p>BID OPENING DATE REMAINS: 01/22/2009                      BID OPENING TIME REMAINS: 1:30 PM</p> <p>***** END ADDENDUM NO. 2 *****</p>						
0001	1	EA		580-87		
<p>INSTALL A CAMERA SURVEILLANCE SYSTEM</p>						
<p>***** THIS IS THE END OF RFQ RMA900018 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Doyle B Morgan* TELEPHONE **540-667-5078** DATE **1-22-09**

TITLE **SALES & DESIGN** FEIN **01-0715058** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45.CFR. §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

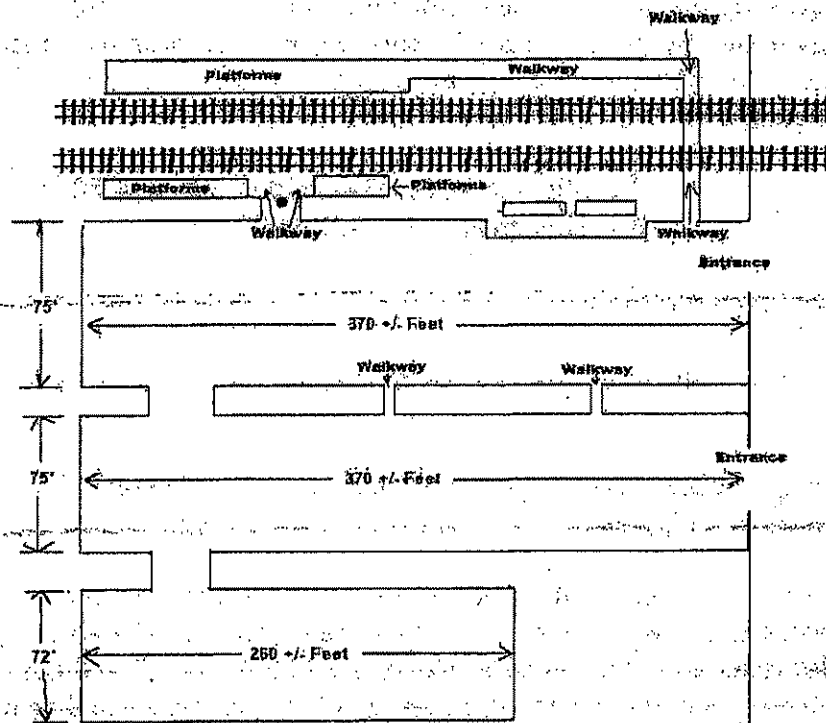
### WEST VIRGINIA STATE RAIL AUTHORITY

The West Virginia State Rail Authority wishes to solicit bids for a vendor to design and install a camera surveillance system at the Duffields MARC Train Parking Lot in Jefferson County, West Virginia. The parking lot is located along Flowing Springs Road in Duffields, WV.

*This addendum completely replaces the original RFO. All changes from the original will be in italics. Removed sections will be shown as strikethroughs.*

#### Section 1. Description of property and utility contact information.

- o Duffields Parking Lot Drawing





- The parking lot contains approximately 199 parking spaces.
- The Parking Lot is lighted. Lighting is provided by Allegheny Power who owns the lights and poles. The State Rail Authority pays a monthly rental fee and the electric usage. Allegheny Power's contact information is:

Telephone 1-866-523-4081

- Telephone lines border the property. They are located at the edge of Flowing Springs Road and are overhead. Frontier services the Duffields area. Their contact information is:

Telephone 1-800-921-8181  
DSL Access 1-800-921-8102

- The first parking lot closest to the railroad tracks is owned by CSX Transportation and simply leased by the State Rail Authority. If it is necessary to do anything to this property you will need to get permission from CSX. Their contact information is:

Bill Minnick – 301-834-6380 or 301-834-8057  
Bob Hinchman – 301-739-9002

## Section 2: Desired Attributes of System

- System shall be capable of covering the entire parking lot and passenger loading platforms.
  - ~~○ System shall be able to store at least one week of video. System will be able to store 30 days of 24/7 feed.~~
  - ~~○ Cameras shall be of sufficient quality to allow identification of vehicle, individuals, and license plate numbers. Cameras should also be able to pan the parking lot if needed. They shall be Outdoor 6-60MM Vari Focal Lens 520 TVL RES, IR Cameras or equivalent. A minimum of four cameras shall be installed. Two cameras will need focused at each entrance with cameras capable of identifying vehicles, individuals and license plate numbers. Two cameras will be directed toward the parking lots and have panning capability. The system is to be a complete remote system that has IP cameras. Five wireless fixed point cameras and one panning camera.~~
  - ~~○ Vendor shall supply a 4 channel DVR with 160GB, USP, and IP with a lock box and dual fans. That will be located at the Moorefield office. Vendor will be responsible to install DVR at Moorefield location.~~
-

- System shall be able to broadcast over the internet using a DSL connection. Vendor will supply a Cisco router or equivalent and all power supplies, pole mounts and compatible wiring to have a 24/7 internet feed. *Contractor will install three poles in the trench by the CSXT lot and one pole in the second trench between the last two parking areas. These poles will be used to mount the cameras.*
- System shall require a user id and password for access. State Rail Authority shall have full control of who is granted access.

### Section 3. Scope of Work

- Contractor shall provide all equipment and wiring necessary for system.
- Contractor shall install all equipment and wiring necessary for system.
- ~~○ The system will require a climate controlled environment for recording and/or transmission equipment, contractor shall provide the necessary building or cabinet. Cabinet or building shall be lockable and tamper proof.~~
- Contractor shall make all electrical and telephone connections required.
- Contractor shall turn the system over to the State Rail Authority complete and ready to use.
- Contractor will install sign stating the lot is under camera surveillance.

### Section 4. Contractor responsibility

- Contractor shall provide at least a two year full parts and labor warranty
- Contractor is responsible for communications with electric company, telephone company, and/or any other contacts required.
- All work shall be done in a professional manner and all garbage shall be gathered up and disposed of.
- Contractor is responsible for any and all traffic control necessary.
- ~~○ Contractor shall provide all locks and will provide State Rail Authority with (2) two keys for each lock used.~~
- Contractor will avoid working within 4 feet of the edge of the ties on the CSXT mainline. Should contractor do so and be fined by Federal Railroad Administration (FRA), contractor bears full responsibility for all costs involved.

**Section 5. Miscellaneous**

- Cameras will not be installed on westbound side of CSX Transportation's main. That is the platform opposite the parking lot. The reason for this is to avoid placing cable under the CSXT Mainline. Camera(s) covering that platform will be placed on parking lot side of tracks.

**Section 6 – Bidding**

- Project shall be bid as one lump sum bid. This price will include all labor, material and miscellaneous expenses associated with installing a surveillance system that will cover the Duffields parking area.
- The contractor will make the initial calls to the various companies for DSL service and electrical services as needed for the system. After the initial set up, the SRA will be fully responsible for the monthly costs to service this location.
- ~~○ A pre bid meeting will be held on December 9, 2008 at 11:00 am. at the Duffields parking lot for anyone interested in viewing the work site. Questions prior to the pre bid inspection must be submitted in writing and will be addressed at the meeting. Email Frank.m.whittaker@wv.gov~~
- Vendor must be able to have a working system in place within 45 days after contract is awarded.
- Contractor will use Heavy and Highway Construction Rates as established for Jefferson County. These rates are pursuant to WV Code 21-5A, et. Seq. and are available at [www.wvsos.com/adlaw/wagerates](http://www.wvsos.com/adlaw/wagerates).

TOTAL BID \$ 75,990.00