



Residential & Commercial  
Security & Fire Alarm Specialists

**Corporate Headquarters**  
330 Scott Avenue, P.O. Box 424  
Morgantown, WV 26507-0424  
(304) 291-2994 (800) 653-2994 (304) 284-9678 fax

April 25, 2011

Attn: Krista Ferrell  
State of West Virginia  
Dept. of Administration  
Purchasing Division  
2019 Washington St. East  
PO Box 50130  
Charleston, WV 25305-0130

Dear Krista,

Enclosed is our bid for project GSD116453 (state monitoring project). If you have any question please contact me directly.

Mitch Bozik  
President

RECEIVED

2011 APR 26 A 10: 53

PURCHASING DIVISION  
STATE OF WV

7500 Cannonsburg Road  
Catlettsburg, KY 41129  
(800) 653-2994

634 Grant Street  
Charleston, WV 25302  
(304) 346-0511 (304) 346-0512 fax

69100 Bayberry Drive, Unit A  
St Clairsville, OH 43950  
(740) 526-9390



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  
**GSD116453**

PAGE  
**1**

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

VENDOR

\*120144550      304-291-2994  
 SECURE US INC  
 PO BOX 424  
 MORGANTOWN WV 26507

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2011				

BID OPENING DATE: **04/26/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		990-05		\$18,019.40
<p><b>FIRE ALARM MONITORING SERVICES</b></p> <p><b>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</b></p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE WITH AN OPEN END CONTRACT TO PERFORM FIRE ALARM MONITORING AND ENABLING SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/14/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THIS RFQ BY FORMAL WRITTEN ADDNEDUM BY PURCHASING IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-291-2994	DATE 4-25-2011
TITLE President	FEIN 55 0720468	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](http://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).



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  
**GSD116453**

PAGE  
**2**

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

VENDOR TO

\*120144550      304-291-2994  
 SECURE US INC  
 PO BOX 424  
 MORGANTOWN WV 26507

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>04/07/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>04/26/2011</b> BID OPENING TIME <b>01:30PM</b>				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</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 NO.'S:</p> <p>NO. 1 ..... <i>VFB</i></p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-291-2994	DATE 4-25-2011
TITLE President	FEIN 55 0720468	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration  
 Purchasing Division  
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 304-558-2596**

VENDOR


\*120144550      304-291-2994  
**SECURE US INC**  
**PO BOX 424**  
  
**MORGANTOWN WV 26507**

SHIP TO

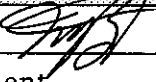
**DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2011				

BID OPENING DATE: **04/26/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
 ..... <b>SIGNATURE</b>  ... Secure US ..... <b>COMPANY</b>  .... April 25, 2011 ..... <b>DATE</b>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-291-2994	DATE 4-25-2011
TITLE President	FEIN 55 0720468	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  
 Charleston, WV 25305-0130

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

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-291-2994	DATE 4-25-2011
TITLE President	FEDIN 55 0720468	ADDRESS CHANGES TO BE NOTED ABOVE

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  
**GSD116453**

PAGE  
**6**

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

MORGANTOWN

\*120144550      304-291-2994  
 SECURE US INC  
 PO BOX 424  
 MORGANTOWN WV 26507

SHIP TO

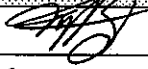
DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2011				

BID OPENING DATE: **04/26/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD116453</p> <p>BID OPENING DATE: 04/26/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-291-2994	DATE 4-25-2011
TITLE President	FEIN 55 0720468	ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR QUOTATIONS #GSD116453  
 FIRE ALARM MONITORING SERVICES  
 DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES  
 GENERAL SERVICES DIVISION  
 1900 Kanawha Boulevard, East  
 Charleston, WV**

Location: West Virginia Department of Administration  
 Buildings Listed Herein

For: State of West Virginia  
 General Services Division  
 1900 Kanawha Boulevard, East  
 Charleston, West Virginia 25305

This Request for Quotation also includes the following documents:

1. Attachment A: GSD116453 Bid Form
2. Attachment B: Building List

Bidders can arrange site visits prior to the bid opening date by contacting Dave Parsons, Operations & Maintenance Manager, General Services Division, at (304)558-0689 or email [David.K.Parsons@wv.gov](mailto:David.K.Parsons@wv.gov).

**SECTION 1: DEFINITIONS**

- A. The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305, shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. Days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, and Christmas Day).

## **SECTION 2: SCOPE OF WORK**

The successful Contractor shall provide services to monitor fire panels at each building location, notify designated persons on call list per location and provide materials and labor to connect panels for service (enable protocols).

The Contractor shall provide monthly fire alarm monitoring services as set forth and in accordance with all applicable federal, state, and local regulations in buildings owned and operated by the West Virginia Department of Administration.

The Agency has fire alarm panels of differing manufacturers and differing ages. Each of these panels will have different requirements to enable it to communicate with the Contractor's monitoring systems. Some facilities will require modest equipment modification or addition of equipment to enable communications between the fire panel and the monitoring center. A provision for such work is included on a time and materials basis.

The contract awarded as a result of this request will be for the labor and materials necessary to enable communication between existing Agency-owned fire panels and the successful Contractor's monitoring system, plus the monthly fees for said monitoring once it is enabled.

### **2.1 System Enabling:**

Successful Contractor will be given thirty (30) calendar days from the award of contract to enable fire panels and begin providing services as specified above in each building location.

The Contractor shall provide materials and labor to connect panels to monitoring station for service. The Agency will issue release orders by building. Upon issuance of a release order, the successful Contractor shall evaluate existing fire alarm panels and determine if enabling is possible. The successful Contractor shall provide the labor and materials, at rates listed herein, necessary to enable communication to their monitoring system.

If enabling of the panel is not possible the successful Contractor shall notify the Agency in writing and no monitoring services will apply for that building until such time that the Agency provides for a new or repaired fire panel system (this fire panel system repair or replacement is not covered under this contract). Once the work outside the scope of this contract has been completed, the Agency will issue a new release order to the Contractor to begin the enabling process again.

Any and all equipment installed to a State of West Virginia facility will become the property of the State of West Virginia upon payment of invoice for said equipment.

## **2.2 Monitoring Services**

The Contractor shall provide monitoring services at a fixed fee per month for designated locations which have become enabled for services. Contractor shall provide services on a pro-rated basis once enabling has been confirmed in writing to the Agency.

A call list will be provided to the Contractor by the Agency following the award of a contract and will include the local "911" emergency system for the area, a representative of the Agency, and a representative of the Tenant Agency or Agencies.

The Contractor shall verify designated call list per location with the Operations and Maintenance Manager prior to commencement of monitoring services.

## **2.3 Costs**

**Monitoring Services:** The Contractor shall provide a flat monthly rate for monitoring services for each building to be included under this Contract.

**All travel costs must be incorporated into the monthly cost bid.**

**Enabling Services:** The Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

## **2.4 Facility Access:**

Work will be performed during normal business hours, 8:00am to 5:00 pm. Monday through Friday excluding State recognized holidays. Contractor will be afforded access as required to complete work on schedule.

## **2.5 Facilities**

**The Agency maintains buildings throughout the State, with the majority located in the Charleston metro area. A listing of facilities for which service may be requested is located in Attachment B. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.**

### **SECTION 3: GENERAL TERMS AND CONDITIONS**

Scheduled work may not begin until successful Contractor has received a signed purchase order and written notice from the Agency.

Any areas identified requiring asbestos abatement will be completed by the Agency under a separate abatement/ re-insulation contract.

Successful Contractor must be registered or be willing to become registered with The WV State Purchasing Division. This may require payment of an annual fee of \$125.00. For information on vendor registration contact WV Vendor Registration at (304) 558-2311.

Successful bidder must possess a valid State of West Virginia Contractor's License or waiver from the West Virginia Division of Labor.

### **SECTION 4: RELEASE ORDERS AND INVOICING**

#### **4.1 Release Orders**

Prior to beginning any work the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. Issuance of the release order to the Contractor shall be considered authorization to perform said service. No work other than that specified on the individual release order shall be undertaken by the Contractor.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

#### **4.2 Invoices**

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. FEIN number, complete address of Contractor, Agency release order number, and master contract number.

3. Copies of all invoices from suppliers with calculated mark-up on the invoice. Tax and shipping are excluded.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

#### **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or

losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and safety regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

5.7: All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories: Products shall be UL-916-PAZX listed.
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709.1 (LonTalk)
7. NFPA (National Fire Protection Association)
8. Americans with Disabilities Act (ADA)

**SECTION 6: AWARD CRITERIA**

The State of West Virginia shall award this Contract to the lowest qualified bidder according to the following award criteria.

**The following formula shall be used to award the Contract:**

$$A + B + C = D \text{ (Your Bid, Annual Cost of Services)}$$

The following is a **sample** bid tabulation for reference only:

Bldg 4, 112 California Avenue, Charleston WV	\$ <u>20.00</u>	per month
Bldg 5, Capitol Campus, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 6, Capitol Campus, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 11, Central Plant, 218 California Av, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 15, 2019 Washington St E, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 16, 2100 Washington St E, Charleston WV	\$ <u>20.00</u>	per month
Bldg 17, 2101 Washington St E, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 20, Records Mgt, 617 Broad St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 22, Tax & Revenue, 1001 Lee St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 23, Office Center, 407 Neville St, Beckley WV	\$ <u>20.00</u>	per month
Bldg 25, DHHR, 5 <sup>th</sup> & Avery Sts, Parkersburg WV	\$ <u>20.00</u>	per month
Bldg 27, Surplus Property, 2700 Charles Ave, Dunbar, WV	\$ <u>20.00</u>	per month
Bldg 29, Airport Hangar, Yeager Airport, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 32, DHHR 2699 Park Av, Huntington, WV	\$ <u>20.00</u>	per month
Bldg 34, DHHR, 100 Municipal Plaza, Weirton WV	\$ <u>20.00</u>	per month
Bldg 36, One Davis Square, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 37, DEP, 610 57 <sup>th</sup> St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 74, 318 4 <sup>th</sup> Ave, South Charleston, WV	\$ <u>20.00</u>	per month
Bldg 84, 1409 Greenbrier Street, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 86, 1124 Smith Street, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 97, DHHR, 203 E 3 <sup>rd</sup> Ave, Williamson, WV	\$ <u>20.00</u>	per month
<b>A. Total Monthly Cost</b>	\$ <u>420.00</u>	<b>per month</b>

State of West Virginia  
General Services Division

Fire Alarm Monitoring Services  
Project #GSD116453

B. Cost to provide Labor per hour to enable systems for monitoring is \$ 50.00 hour.

C. Markup of materials to enable systems is 20 %.

Total Monthly Cost (A) x 12 (months) = \$ 5040.00

+

Hourly Labor Rate (B) x 100 (estimated for bid purposes only) = \$ 5000.00

+

Materials Markup (C) x \$10000.00 (estimated for bid purposes only) = \$12,000.00

Total Contractor Bid = \$ 22,040.00



**GSD116453 Attachment A, Bid Form**

Bldg 4, 112 California Avenue, Charleston WV	\$ <u>15.95</u> per month
Bldg 5, Capitol Campus, Charleston, WV	\$ <u>15.95</u> per month
Bldg 6, Capitol Campus, Charleston, WV	\$ <u>15.95</u> per month
Bldg 11, Central Plant, 218 California Av, Charleston, WV	\$ <u>15.95</u> per month
Bldg 15, 2019 Washington St E, Charleston, WV	\$ <u>15.95</u> per month
Bldg 16, 2100 Washington St E, Charleston WV	\$ <u>15.95</u> per month
Bldg 17, 2101 Washington St E, Charleston, WV	\$ <u>15.95</u> per month
Bldg 20, Records Mgt, 617 Broad St, Charleston, WV	\$ <u>15.95</u> per month
Bldg 22, Tax & Revenue, 1001 Lee St, Charleston, WV	\$ <u>15.95</u> per month
Bldg 23, Office Center, 407 Neville St, Beckley WV	\$ <u>15.95</u> per month
Bldg 25, DHHR, 5 <sup>th</sup> & Avery Sts, Parkersburg WV	\$ <u>15.95</u> per month
Bldg 27, Surplus Property, 2700 Charles Ave, Dunbar, WV	\$ <u>15.95</u> per month
Bldg 29, Airport Hangar, Yeager Airport, Charleston, WV	\$ <u>15.95</u> per month
Bldg 32, DHHR 2699 Park Av, Huntington, WV	\$ <u>15.95</u> per month
Bldg 34, DHHR, 100 Municipal Plaza, Weirton WV	\$ <u>15.95</u> per month
Bldg 36, One Davis Square, Charleston, WV	\$ <u>15.95</u> per month
Bldg 37, DEP, 610 57 <sup>th</sup> St, Charleston, WV	\$ <u>15.95</u> per month
Bldg 74, 318 4 <sup>th</sup> Ave, South Charleston, WV	\$ <u>15.95</u> per month
Bldg 84, 1409 Greenbrier Street, Charleston, WV	\$ <u>15.95</u> per month
Bldg 86, 1124 Smith Street, Charleston, WV	\$ <u>15.95</u> per month
Bldg 97, DHHR, 203 E 3 <sup>rd</sup> Ave, Williamson, WV	\$ <u>15.95</u> per month
<b>A. Total Monthly Cost</b>	\$ <u>334.95</u> per month

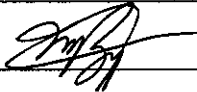
B. Cost to provide Labor per hour to enable systems for monitoring is \$ 40.00 hour.

C. Markup of materials to enable systems is 10 %.

<u>Total Monthly Cost (A) x 12 (months) =</u>		\$ <u>4019.40</u>
	+	
<u>Hourly Labor Rate (B) x 100 (estimated for bid purposes only)</u>		\$ <u>4000.00</u>
	+	
<u>Materials Markup (C) x \$10000.00 (estimated for bid purposes only)</u>		\$ <u>10,000.00</u>
<b>Total Vendor Bid</b>	<b>=</b>	\$ <u>18,019.40</u>

Vendors Name: Secure US

FEIN: 55 0720468

Signature of Authorized Representative: 

Printed Name Mitch Brozik

Date April 25, 2011

**GSD116453 ATTACHMENT B: BUILDING LIST**

**Buildings to be included in the Fire Alarm Monitoring Contract:**

**Buildings can be added to this list during the life of the contract only by mutual agreement of both the Agency and the Contractor, accomplished by formal change order.**

Building	Description	Location
B04	Bldg. 04 112 California Avenue	Capitol Complex
B05	Bldg. 05 Dept of Highways	Capitol Complex
B06	Bldg. 06 California Avenue	Capitol Complex
B11	Bldg. 11 Central Chiller Plant	Capitol Complex
B15	Bldg. 15 Purchasing	Capitol Complex
B16	Bldg. 16 Capitol Daycare	Capitol Complex
B17	Bldg. 17 Finance	Capitol Complex
B20	Bldg. 20 Records Management	Capitol Complex
B22	Bldg. 22 WV Tax And Revenue Center	Capitol Complex
B23	Bldg. 23 State Office Complex	Beckley
B25	Bldg. 25 State Office Complex	Parkersburg
B27	Bldg. 27 Surplus Property	Dunbar
B29	Bldg. 29 Yeager Airport Hanger	Charleston
B32	Bldg. 32 Huntington Workforce WV	Huntington
B34	Bldg. 34 Weirton	Weirton
B36	DHHR/One Davis Square, Capitol & Summers St.	Charleston
B37	Bldg. 37 Dept of EPA-Kanawha City	Kanawha City
B74	Bldg. 74 Plaza IV	So. Charleston
B84	Bldg. 84 1409 Greenbrier Street Charleston	Charleston
B86	Greenbrooke Building, Smith Street, Charleston, WV	Charleston
B97	Bldg 97 203 <sup>rd</sup> Ave Williamson	Williamson

State of West Virginia

VENDOR PREFERENCE CERTIFICATE GSD116453

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
X Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- X Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- X Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Secure US

Signed: [Signature]

Date: April 25, 2010

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. GSD116453

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: Secure US

Authorized Signature: [Signature] Date: April 25, 2011

State of West Virginia

County of Monongalia, to-wit:

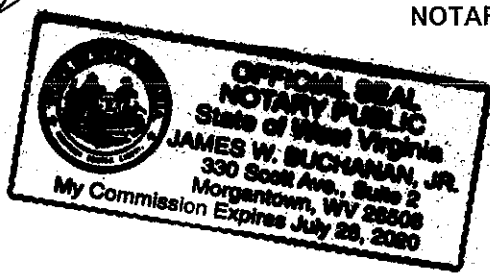
Taken, subscribed, and sworn to before me this 25 day of April, 2011.

My Commission expires July 26, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]





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:  
 GSD116453

PAGE:  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

\*120144550 304-291-2994  
 SECURE US INC  
 PO BOX 424  
 MORGANTOWN WV 26507  
 284-9678

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/20/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (GSD116453)						
2.) PROVIDE FIRE ALARM PANEL LOCATIONS						
BID OPENING DATE REMAINS: 04/26/2011						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
001	1	EA		990-05		
FIRE ALARM MONITORING SERVICES						

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'

---

**GSD116453 Technical Questions and Answers.**

**Q1: Do you have a list of the Manufacturer and Model Numbers of the Fire Alarm Control Panels installed at the facilities? Also, do you know if any of them already have Digital Communicators installed?**

**A1: Unknown as to which panels have digital communicators. Whether digital or analog all panels are currently reporting.**

GSD116453: Fire Alarm Panels By Location

Location	Model
Bldg1 MB-69	Metasys/Johnson Controls System Intelligent Fire Detection and Alarm System CS-118 No. 000548C - IFC-1010 Fire Protection Control Unit
Bldg1 MB-69	GE/EST Commercial Protected Premises Control Unit Model #10500 (G/R) (D) S3000
Bldg4	Johnson Control FC-72 Series
Bldg5	EST3 Fire Alarm Control Panel EST3R-230
Bldg7	DWG 25000048 Johnson Control M5674 (Located in basement and controls 5, 6, 7)
Bldg11	Model 4020 Simplex
Bldg15	EST Edwards Systems LSS4/12
Bldg16	FCI - 72 Series
Bldg17	GE EST3
Bldg20	EST Quick Start Signal System Control Unit Model #BJ5289
Bldg22	Siemens Model #4002
Bldg23	Simplex 4002
Bldg25	System Control Unit Simplex Grinnell Model 4002
Bldg32	EST Quick Start 7200
Bldg34	Edwards Systems Technology Model Quick Start QS1
Bldg36	GE Edwards Quick Start Model #ES2-GE-EFT
Bldg37	GE EST Quick Start EST QS4
Bldg74	Scott Pauley will check this tomorrow
Bldg84	Silent Knight Honeywell Corp. Model #5207
Bldg86	Silent Knight Model 1200
Bldg97	Faraday MPC 6000