



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

Solicitation

NUMBER
DPS1334

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

NEWTECH SYSTEMS, INC.
 420 16TH STREET
 DUNBAR, WV 25064
 304-766-0000

SHIP TO

WEST VIRGINIA STATE POLICE

 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED
05/22/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE HARDWARE ONLY FOR FIRE/EMERGENCY/BURGLARY ALARM PANELS AND MOTION DETECTORS FOR VARIOUS WV STATE POLICE DETACHMENTS THROUGHOUT STATE, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1334 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
0001	1	LS		340-16		
FIRE/EMERGENCY/BURGLARY ALARM PANEL						
0002	1	LS		680-32		
MOTION DETECTOR						

06/13/13 10:54:56 AM
 West Virginia Purchasing Division

SIGNATURE <i>Michael Beard</i>	TELEPHONE 304-766-0000	DATE 6-12-2013
TITLE VP/Gen Mgr	FEIN 20 5736303	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RECEIVED

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS1334 ***** TOTAL: _____						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

REQUEST FOR QUOTATION
DPS 1334 Fire/Emergency/Burglary Alarm Panels and Motion Detectors

**Request for Quotation
DPS 1334 Fire/Emergency/Burglary alarm panel**

1. **Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf on the West Virginia State Police to establish an open end contract for Fire/Emergency/Burglary alarm panels with minimum 128 zones. This contract is to provide hardware only and shall in no way include on-site installation, wiring, configuration or any form of monitoring services to be provided by the bidder.
2. **Definitions:** The terms below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.

2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totally attached hereto as Exhibit A and used to evaluate the RFQ.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DPS 1334.

3. General Requirements

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below.

3.1.1 Contract Item #1 Partitioned Fire/Burglary/Emergency alarm panel with minimum of 128 zones.

3.1.1.1 Shall be compatible with Ademco Vista vplex devices and Ademco Compass managements software.

3.1.1.2 Shall be able to use Ademco express and contact id reporting formats.

3.1.2 Contract Item #2 Motion Detector

3.1.2.1 Addressable infrared motion detector shall be compatible with vplex addressing.

REQUEST FOR QUOTATION
DPS 1334 Fire/Emergency/Burglary Alarm Panels and Motion Detectors

000020

- 3.1.2.2 Addressable Photoelectric smoke detector shall be compatible with vplex addressing.
- 3.1.2.3 Addressable audible glass break detector shall be compatible with vplex addressing.
- 3.1.2.4 Addressable heat detector shall be compatible with vplex addressing.
- 3.1.2.5 Addressable door contacts shall be compatible with vplex addressing.
- 3.1.2.6 Manual fire alarm stations shall be compatible with vplex addressing.
- 3.1.2.7 Indoor/Outdoor sirens shall be 12 volt.
- 3.1.2.8 Audio/Visual annunciators for fire shall be 24 volt.
- 3.1.2.9 Power supply for annunciators shall be 12/24 switchable.
- 3.1.2.10 Keypad shall be compatible with Ademco vplex system with 2 line alphanumeric 32 character display.
- 3.1.2.11 Backup power shall be capable of 4 hour runtime.

4. Contract Award

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total costs shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by filling in the Unit Price, the Extended Price and the Total. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
DPS 1334 Fire/Emergency/Burglary Alarm Panels and Motion Detectors

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5. Ordering and Payment:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. Delivery and Return

6.1 Delivery Time: Vendor shall deliver standard orders within twenty (20) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after order is received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking fee. Vendor shall either make arrangements for the return within five (5) days of being notified that items are

REQUEST FOR QUOTATION

DPS 1334 Fire/Emergency/Burglary Alarm Panels and Motion Detectors

unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking or 5% of the total invoiced value of the returned items.

7. Miscellaneous

7.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 Vendor Supply: Vendor must carry Sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mike Bryant
Telephone Number: 304-766-0000
Fax Number: 304-766-0003
Email Address: mbryant@newtechwy.com

DPS 1334 – Pricing Page

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	Fire/Emergency/Burglary alarm panel	10 ea	\$ 536.24	\$ 5,362.40
3.1.2	Motion Detector	10 ea	\$ 54.81	\$ 548.10
Failure to use this form may result in disqualification.			Total	\$ 5,910.50
<p>Bidder / Vendor Information:</p> <p>Name: <u>Newtech Systems Inc</u></p> <p>Address: <u>420 16th St</u> <u>Dunbar, WV. 25064</u></p> <p>Phone and Fax Nos.: <u>P 304-766-0000 F 766-0003</u></p> <p>Authorized Signature: <u>Mike Bryant</u></p>				
<p>Contact Coordinator Information:</p> <p>Name: <u>Same</u></p> <p>Address: _____</p> <p>Phone and Fax Nos: _____</p> <p>Email Address: <u>mbryant@newtechwv.com</u></p>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				



420 16th Street
 Dunbar, WV 25064
 office: 304-766-0000
 fax: 304-766-0003
 www.newtechwv.com

To: WV State Police
 Attn:
 4124 Kanawha Turnpike
 South Charleston, WV 25309

Quote ID: MVOTQ1775
 Date: 06/12/13
 Terms: Net 30
 Sales Tax: Not Included
 FOB: Included
 Expires: 60 Days

Phone: 304-746-2141 Fax:


Project: Thank you for the opportunity to provide the following proposal.

Qty	Manufacturer	Part Number	Description	Unit	Extended
1	Honeywell	VISTA-128FBP	Commercial Fire/Burglary Alarm Control Panel	\$536.24	\$536.24
1	Honeywell	CK-IS2500SN	V-Plex PIR Motion Detector	\$54.81	\$54.81
1	Honeywell	6160	Keypad	\$147.14	\$147.14
1	Honeywell	6160CR-2	Fire Red Keypad	\$207.89	\$207.89
1	Honeywell	5193SD	V-Plex Smoke Detector	\$79.64	\$79.64
1	Honeywell	5193SDT	V-Plex Smoke/Heat Detector	\$86.39	\$86.39
1	Honeywell	4939SN	V-Plex Door Contacts	\$19.83	\$19.83
1	Honeywell	CK-FG1625SN	V-Plex Glassbreak Detectors	\$95.51	\$95.51
1	Honeywell	5140MPS-1	Fire Pull Station	\$31.29	\$31.29
1	Honeywell	4193SN	Two Zone Module	\$15.13	\$15.13
1	Honeywell	4208U	Eight Zone Module	\$101.49	\$101.49
1	Honeywell	4204	Four Relay Module	\$85.36	\$85.36
1	DMP	335	INDOOR SIREN	\$7.43	\$7.43
1	DMP	1085TW	Surface Mount Door Contact	\$5.94	\$5.94
1	DMP	2505A	Surface Mount Garage Door Contact	\$36.45	\$36.45
1	ADEMCO	467	12V4.0AH LEAD ACID RECHARG BAT	\$20.93	\$20.93

Normal Hours are 8:00am - 5:00pm M-F.
 Building Permits, Licenses or Fees will be the responsibility of the owner.

If you should have any questions, please call.

Sincerely,



Michael Bryant
 General Mgr.

Purchaser

Signature _____

Print Name _____

Authorized representative accepting terms and conditions for purchase.

Purchase Order _____ Date _____

Include any required billing information.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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,
 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:**
 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:**
 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Newtech Systems Inc Signed: Mike BADA
 Date: 6-12-2013 Title: VP/GCM

RFQ No. DPS 1334STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

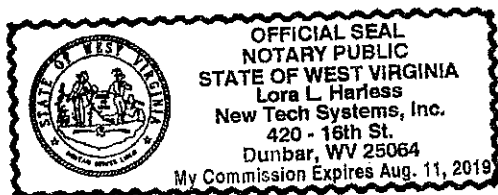
WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Newtech Systems IncAuthorized Signature: Mike Bryant Date: 6-12-2013State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 12th day of June, 2013My Commission expires 8/11, 2019

AFFIX SEAL HERE

NOTARY PUBLIC

Lora L Harless

Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Newtech Systems Inc

(Company)

Mike Bryant

(Authorized Signature)

Mike Bryant VP/Gen Mgr

(Representative Name, Title)

766-0000

(Phone Number)

766-0003

(Fax Number)

6-12-2013

(Date)