



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
 GSD096425

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/03/2008				

BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		936-73		
SECURITY SYSTEMS MAINTENANCE CONTRACT REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR PREVENTIVE AND CORRECTIVE MAINTENANCE SERVICES TO THE SECURITY SYSTEMS IN DEPARTMENT OF ADMINISTRATION OWNED FACILITES PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON DECEMBER 17, 2008 AT 10:00 AM IN THE FOOD COURT LOCATED IN BUILDING 1 (MAIN CAPITOL) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT ARE REQUIRED TO ATTEND THIS MEETING. MATERIAL SUPPLIERS AND SUBCONTRACTORS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THA ONE BIDDER. TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558- 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLIN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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."

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



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<p>FOR ALL TECHNICAL QUESTIONS IS DECEMBER 19, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</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, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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>						

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<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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTY IN WHICH THE WORK IS TAKING PLACE, PURSUANT TO THE WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL FOR THE LIFE OF THE CONTRACT INCLUDING RENEWALS.</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>						

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<p>REV. 9/98 EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER: KRISTA FERRELL-FILE 21 RFQ. NO.: GSD096425 BID OPENING DATE: 01/06/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ GSD096425 ***** TOTAL: _____						

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REQUEST FOR QUOTATIONS #GSD096425
SECURITY SYSTEMS MAINTENANCE
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, West Virginia

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

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130
Phone (304) 558-2596
Fax (304) 558-4115
Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division, is soliciting quotations for preventive and corrective maintenance services to the security systems in Department of Administration-owned facilities as listed herein.

This Request for Quotation also includes the following documents:

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

Pre-Bid Meeting

A mandatory pre-bid meeting for this project is scheduled for Wednesday, December 17, 2008 at 10:00a.m. at the Main Capitol Building Food Court. A walking tour of the project areas on the Capitol Complex will follow the meeting. Once qualified by attendance at the mandatory pre-bid meeting, prospective bidders can arrange site visits by contacting Daniel Olthaus at (304)558-4783. Technical question arising from site visits must be submitted in accordance with the provisions for technical questions in this Request for

Quotation (RFQ). No technical questions may be submitted during site visits. No verbal clarifications are binding.

Due to the security nature of this project a complete listing of equipment, including location and type, will only be made available to the successful vendor. However, for the purposes of bidding, vendors should consider the following approximate list of equipment covered by this contract:

1. 100 Fixed Cameras
2. 125 Point/Tilt/Zoom Cameras
3. 20 Camera Power Supplies
4. 15 Digital Recorders
5. 15 Transmitters/Receivers
6. 380 Door Card Readers

This list covers an aggregate of equipment located in all of the buildings listed herein as being covered by this contract.

I. SCOPE

A. The objective and purpose of this RFQ is to obtain an open-end contract for necessary security systems preventive and corrective maintenance services (including replacement parts) on the hardware, software, and communications capability for the card access entry systems, cards, closed circuit television systems (CCTV), security gates and associated security system equipment in Department of Administration-owned facilities. The resulting contract will not cover the purchase of new security equipment.

B. The successful bidder will perform preventive maintenance service calls at a minimum of once per year for all equipment covered by this contract. Preventive maintenance service calls will be approved and scheduled in advance with the Owner. All preventive maintenance work will, at a minimum, meet the manufacturer's recommended maintenance schedule.

C. The contract resulting from award of this RFQ will cover the preventive and corrective maintenance on a time and materials basis, with the successful vendor performing service calls at the request of the Owner, and thereafter billing at the agreed upon rates for time and materials. The Owner must be notified in writing and must pre-approve any and all work resulting from service calls.

D. The contractual hourly labor rates and materials markup/discount will also apply to corrective maintenance service calls, as requested by the Owner or Owner's Representative, in order to keep the security systems operating in accordance with manufacturer's specifications: including Major Systems Failures, Site Failures, and Single Failures. Successful vendor will make available to the Owner (and/or its representative) a contact for 24-hours-per-day, 7-days-per-week notification of request for unscheduled service calls. All maintenance work will, at a minimum, meet the manufacturer's recommended maintenance schedule.

1. Major Systems Failures will include loss of CCTV, un-lock, entry, re-lock or monitoring capability at multiple sites or loss of the central administration point or command center. The vendor will respond to a major system failure with a call

back within 30 minutes of report of the incident. The vendor will have a competent technician on site within 90 minutes of the initial report of the incident. The vendor will have the system operational within 4 clock hours of the report of the incident.

2. Site Failures will include loss of CCTV, un-lock, entry, re-lock or monitoring capability at a single site. The vendor will respond to a site failure with a call back within 30 minutes of report of the incident. The vendor will have a competent technician onsite within 90 minutes of the initial report of the incident. The vendor will have the system operational within 8 clock hours of the report of the incident.

3. Single Failures of CCTV or doorway(s) will include loss of un-lock, entry, re-lock or monitoring capability at a single entry point that is monitored. The vendor will respond to a doorway/CCTV failure with a call back within 30 minutes of report of the incident. The vendor will have a competent technician on site within 90 minutes of the initial report of the incident. The vendor will have the doorway operational within 24 clock hours of the report of the incident.

E. If the Contractor is unable to return the system to operational status within the given time allowance for the type of failure, they must contact the Owner or Owner's Representative in writing (fax or email is acceptable) prior to the expiration of the given time allowance. The deadline to return a system to operational status may only be waived by written (fax or email is acceptable) approval of the Owner. In any instance where the deadline for returning a system to operational status, regardless of failure type as specified in §I.D.1, 2 & 3 (above), is not met and there is an absence of written Owner approval to waive said deadline, liquidated damages will be imposed against the Contractor in the amount of \$500.00 per 24-hour day following the deadline.

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
- B. The service organization on the specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance", as herein stated, shall mean scheduled maintenance inspections and related tasks. Also, the replacement of parts on a predetermined schedule prior to the failure or wear-out period of the part. All routine parts replacement shall be in accordance with the manufacturer's recommendations.
- E. "Corrective Maintenance", as herein stated, shall mean maintenance performed on an "as requested" basis to correct a malfunction or failure in the security systems. No "preventive" or "corrective" maintenance is to be performed without prior authorization by the Owner.
- F. "Competent Technician", as herein stated, shall mean an electronic security technician who has had at least five (5) years experience maintaining the exact or similar security systems listed in this contract.

- G. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division. This representative will be designated by the Director or by the Director's designee to perform the administration and have oversight of all aspects of the contract.

III. GENERAL CONDITIONS

- A. The successful Contractor will be required to perform preventive and corrective security system maintenance. Bidders must supply three references indicating their capabilities to perform the requirements herein and to fulfill the security systems maintenance contract.
- B. The contractor and technicians will be required to check in by phone with Protective Services Command Center and General Services Division's Service Desk prior to starting any service call and upon completion of the service call. This contact may be required to facilitate access to buildings or equipment. In the event that the Contractor cannot communicate directly with a representative of either of these two agencies prior to commencing work, a voicemail message should be left stating the technician's name and the nature and location of the work to be performed. When a service call is deemed an emergency by the request of the Owner or its Representative, the requirement for this check-in prior to commencement of work, though strongly preferred to remain in effect when possible, will be waived. The requirement for check-in upon **completion** of work deemed emergent would still apply.
- C. The Owner will permit access to buildings in accordance with any GSD Standard Operating Procedures.
- D. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:
1. Copies of all security system maintenance reports. These reports must have been signed and dated by the Owner's Representative prior to their submittal with invoices for payment.
 2. Copy of suppliers price list or suppliers invoice submitted to the successful bidder by the supplier for each part provided. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, Owner work order number, and purchase order number of the contract.
 3. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Boulevard East

Building One Room MB-68
Charleston, WV 25305

E. Contractor will be responsible for parts and materials as follows:

1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and non-reusable supplies necessary to execute the responsibilities of this Contract. "Non-reusable" supplies are defined as items consumed during the performance of service calls: lubricants, rags, cleansers, gases, etc. No charges shall be billed to the Owner for "shop supplies," "truck charges," or the like ambiguous, non-documentable costs.
2. The Owner maintains an inventory of some replacement parts for the equipment covered under this contract. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts prior to purchase per the terms below. A contact for the Owner's Inventory Control section will be provided to the successful contractor.
3. The Contractor shall furnish replacement parts compatible with current systems (not available through the Owner) as required for the corrective and preventive maintenance at the following percentages:
 - a. Vendor manufactured parts at the manufacturer's published price with a discount of _____ % (copy of cover sheet and page of current price list or catalog required with invoice).
 - b. Non-vendor manufactured parts at Contractor's purchase cost, plus a markup of _____ %, but not more than manufacturer's list price or 10% above retail price (copy of invoice from supplier required with Contractor's invoice).
 - c. Contractor will be responsible for all typical or non-emergency freight charges incurred as a result of the purchase of replacement parts, per 3a, and 3b above.
 - d. Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - e. Contractor must furnish a warranty of 12 months for labor, and provide a copy of the manufacturer's warranty on parts (with the invoice)

F. All bidders must submit a list of Competent Technicians they intend to utilize to execute the responsibilities of the contract. Attached to this list must be documentation demonstrating the experience qualifications of these technicians: resumes, work histories, etc. This documentation must include information as to which security system, by type or manufacturer, the Competent Technician has experience working with. Only those Competent Technicians appearing on this

list may be utilized by the Contractor to execute the work covered under this contract. New Competent Technicians may be added to the list during the life of the contract only with written approval of the Owner. It is strongly preferred that the successful Contractor notify the Owner when Competent Technicians should be removed from the list due to departure from the vendor's company.

G. The successful bidder must be capable of servicing Pelco cameras, General Electric cameras, Casi-Rusco door lock systems, and Secure Perfect software, and General Electric Facility Commander software and security gate components.

H. All electrical wiring will be performed utilizing a fully licensed electrician in accordance with the National Electric Code.

I. All communications cabling and equipment shall meet the following standards:

Federal Communications Commission (FCC):

- FCC Part 15 – Radio Frequency Devices
- FCC Part 68 – Connection of Terminal Equipment to the Telephone Network

Underwriters Laboratories (UL):

- UL294 – Access Control System Units
- UL1076 – Proprietary Burglar Alarm Units and Systems

National Fire Protection Association (NFPA):

- NFPA70 – National Electrical Code
- NFPA 730 and 731

Electronic Industries Alliance (EIA):

- RS232C – Interface between Data Terminal Equipment and Data Communications Equipment Employing Serial Binary Data Interchange
- RS485 – Electrical Characteristics of Generators and Receivers for use in Balanced Digital Multi-Point Systems

Federal Information Processing Standard (FIPS):

- Advanced Encryption Standard (AES) (FIPS 197)
FIPS 201: Personal Identity Verification (PIV) of Federal Employees and Contractors

Requirements of The Governor's Office of Technology

IV. AWARD CRITERIA

The Owner shall award this contract to the lowest priced, qualified vendor. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote (however, bids of "\$0.00" or "0.00%" will be acceptable as indication that the vendor intends to not charge for the listed services or to not mark-up the price of parts required by this contract. The amounts of hours and the aggregate expenditures on both types of supplied parts are estimates, used only as a basis for award of the contract. Actual amounts required during the life of the contract may be greater or lower.

The following formula shall be used to award the contract:

NOTE: The multiplier listed below is derived by taking the parts percentage mark-up listed in section I.3 and converting it to a multiplier factor. For example, a 50% mark-up would equal a multiplier of 1.50; conversely, a 10% reduction would equal a multiplier of 0.9. Following is an exemplary bid tabulation for reference:

Regular labor rate \$ <u>50.00</u> x 30 hours =	<u>\$1500.00</u>
Weekday Overtime labor rate \$ <u>65.00</u> x 4 hours =	<u>\$260.00</u>
Weekend/Holiday Overtime labor rate \$ <u>70.00</u> x 4 hours =	<u>\$280.00</u>
Vendor manufactured parts of \$2000.00 x M <u>0.9</u> =	<u>\$1800.00</u>
Non-vendor manufactured parts at \$2000.00 x M <u>1.5</u> =	<u>\$3000.00</u>
Total Bid	<u>\$6840.00</u>

ATTACHMENT A: BID FORM

Regular labor rate \$ _____ x 30 hours = _____

Weekday Overtime labor rate \$ _____ x 4 hours = _____

Weekend/Holiday Overtime labor rate \$ _____ x 4 hours = _____

Vendor manufactured parts of \$100.00 x M _____ = _____

Non-vendor manufactured parts at \$100.00 x M _____ = _____

Total Bid _____

ATTACHMENT B: BUILDINGS LIST**Buildings to be Included in Security System Maintenance Contract:**

(Buildings can be added or removed by mutual agreement of the Owner and Contractor as a change order to this contract, as necessary.)

Building #

1	Main Capitol and East and West Wings (Capitol Complex)
3	DMV (Capitol Complex)
4	BEP (Capitol Complex – 112 California Avenue)
5	DOT-Highways (Capitol Complex)
6	Education (Capitol Complex)
7	Gaston Caperton Training Center (Capitol Complex)
9	WV Culture & History (Capitol Complex)
10	Holly Grove Mansion (Capitol Complex)
11	Chiller Plant (Capitol Complex – 218 California Avenue)
13	Piedmont/Greenbrier Street Parking Garage (Capitol Complex)
14	2006 Quarrier Street (Capitol Complex)
15	Purchasing (2019 Washington Street East)(Capitol Complex)
16	WV Public Employees Daycare Center (2100 Washington Street East)(Capitol Complex)
17	Finance (2101 Washington Street East)(Capitol Complex)
18	GSD Engineering (103 Michigan Avenue)(Capitol Complex)
19	Diamond building/DHHR (Capitol and Washington Streets)
20	Old Liquor Warehouse on Piedmont Road (617 Leon Sullivan Way, Chas)
22	Revenue (Lee & Dickinson Streets, Charleston)
23	Beckley (407 Neville Street)
25	Parkersburg (5 th & Avery Streets)
29	Yeager Airport Hanger (502 Eagle Mtn Rd, Charleston)
32	Huntington (2699 Park Avenue)
33	Central Mail Room (311 Jefferson Street, Charleston)(Capitol Complex)
34	Weirton (100 Municipal Plaza)
36	One Davis Square (Capitol and Washington Streets)
37	Kanawha City (610 57 th Street, Charleston)
50	Piedmont Road Parking Guardhouse (Capitol Complex)
51	Greenbrier Street Guardhouse (Capitol Complex)
53	Governor's Drive Guardhouse (Capitol Complex)

Boulevard Riverbank Area (Capitol Complex, South of Building One)

North Plaza Area (Capitol Complex, North of Building One)

South Plaza Area (Capitol Complex, South of Building One)

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.

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: _____ **Signed:** _____

Date: _____ **Title:** _____

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____