



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
 PSH90126

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2009				

BID OPENING DATE: 05/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	5	EA		936-73		
***** DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT AND THE BID BOND MUST BE RECEIVED WITH THE BID SUBMISSION. ***** MANDATORY PRE-BID MEETING IS SCHEDULED FOR 5/5/9 AT 11:00 AM AT PINECREST HOSPITAL, 105 S. EISENHOWER DRIVE BECKLEY, WV, ROOM #B-109. ***** DIGITAL VIDEO RECORDERS PER SPECIFICATIONS TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND OTHER INCIDENTALS RELATED TO THE INSTALLATION OF A NEW SECURITY CAMERA SYSTEM TO BE INSTALLED AT PINECREST HOSPITAL LOCATED AT 105 S. EISENHOWER DRIVE, BECKLEY, WV, 25801, PER THE ATTACHED SPECIFICATIONS. THIS IS A REBID OF PSH90063. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 5/7/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4112 E-MAIL: ROBERTA.A.WAGNER@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED						

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<p>WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 RALEIGH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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<p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF</p>						

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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS. : NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. 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. SIGNATURECOMPANYDATE REV. 11/96 CONTRACTORS LICENSE						

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

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<p>EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. 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: -----RW/FILE 22-----</p> <p>REQ. NO.: -----PSH90126-----</p> <p>BID OPENING DATE: -----05/26/2009-----</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>						

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----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						
0002	10	EA		936-73 UNINTERRUPTIBLE POWER SUPPLY		
0003	5	EA		936-73 16 CHANNEL POWER SUPPLY		
0004	53	EA		936-73 SONY SPE-110, OR EQUAL, VANDAL PROOF DOME CAMERA		
0005	10	EA		936-73 OUTDOOR CAMERA WITH 5-50 MM VARIFOCAL LENS		

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SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	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
PSH90126

PAGE
11

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
 25801 304-256-6614

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2009				

BID OPENING DATE: 05/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	10	EA		936-73		
WEATHER PROOF HOUSING FOR OUTDOOR CAMERAS						
0007	1	JB		936-73		
MOUNTING BRACKETS, CABLE AND CABLE TERMINATIONS						
0008	1	JB		936-73		
REQUIRED SOFTWARE FOR SECURITY SYSTEM						
0009	1	JB		936-73		
LABOR COSTS						
0010	1	LS		936-73		
ALL OTHER COSTS (PLEASE SPECIFY)						

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'



State of West Virginia
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Request for Quotation

RFQ NUMBER
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PAGE
12

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 PINECREST HOSPITAL
 105 SOUTH EISENHOWER DRIVE
 BECKLEY, WV
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2009				

BID OPENING DATE: 05/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PSH90126 ***** TOTAL:						

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'

**REQUEST FOR QUOTATION
PSH90126**

1. GENERAL INFORMATION:

- 1.1. Request for Quotation to provide all labor, materials, equipment and anything incidental to the removal, legal disposal of specific security equipment, installation of new security equipment and components, security system startup, testing, and adjustments listed herein at Pinecrest Hospital 105 South Eisenhower Drive, Beckley, WV 25801.
- 1.2. All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3. "Will", "must", and "shall" listed herein this document is a mandatory requirement.
- 1.4. The cameras, all mounting hardware, cabling, DVRs, networking equipment and miscellaneous hardware or software, as well as the connections, communications, and/or other interactions between the components, will be referred to as the security system throughout this document.

2. BIDDER REQUIREMENTS:

- 2.1. All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2. It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3. Mandatory Prebid Conference: (Agency Option)
A mandatory prebid conference shall be conducted on the date specified 5/5/9 at 11:00 a.m. . Said conference will be held at Pinecrest Hospital, 105 S. Eisenhower Dr., Beckley, WV 25801, Room #B-109. All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.

3. SCOPE OF WORK:

3.1. Pinecrest Hospital has a need to install surveillance cameras at various locations in the Hospital and outside the hospital. The locations are identified in the attached building diagrams. The security system cameras shall record at all times, this includes during backup times and when other cameras are being viewed. The system needs to provide the capability to view any camera or multiple cameras from any network attached PC. The system shall provide a means to backup the data obtained from the cameras from a central location.

3.2. Digital Video Recorders

- 3.2.1. A total of five (5) digital video recorders (DVR) will be required.
- 3.2.2. All storage for the camera system shall be digital.
- 3.2.3. All DVRs shall have a minimum of 1.0 TB of storage space. The hard drive shall have incident back up.
- 3.2.4. All DVRs shall provide the capability to backup data locally as well as the ability to backup to a central location. DVR storage space will be provided by the facility over the Pinecrest Hospital network and will be in the computer room located on Unit 1A.
- 3.2.5. All DVRs shall provide the capability to record from all channels simultaneously.
- 3.2.6. All DVRs shall be accessible from any PC connected to the DHHR network at Pinecrest Hospital.
- 3.2.7. All DVRs shall provide logon security in the form of user IDs and passwords.
- 3.2.8. Each DVR shall be connected to an Uninterruptible Power Supply (UPS). Each UPS shall be capable of supporting 1200VA, at minimum.
- 3.2.9. Five (5) DVRs shall operate with a Windows based system. Vendor must advise facility if additional computers for every DVR will be necessary.
- 3.2.10. The bidder must provide mounting equipment for the DVRs.

3.3. Data Backup

- 3.3.1. The camera system shall provide the capability to backup the data from each DVR to a central location – the Information System area which is located in room A-136.
- 3.3.2. The centralized backup shall be completed on DVD media. Pinecrest Hospital personnel will perform the backups on a facility determined backup schedule.

3.4. Cabling

- 3.4.1. All cables installed for the camera system shall be located in drop ceilings where available or in metal conduit.
- 3.4.2. All cables installed shall meet or exceed all pertinent building codes and regulations.

3.5. Indoor Cameras

- 3.5.1. Cameras installed inside Pinecrest Hospital shall be a Sony SPE-110 or a camera that is equal. The camera shall have a vandal proof dome. The camera shall be a color camera with an auto focusing lens. The camera lens shall have a minimum of 2.8 to 4.0 mm and a maximum 10 – 15 mm view.
- 3.5.2. Contractor shall furnish and install fifty-three (53) indoor cameras identified in

3.5.1.

3.5.3. Minimum camera resolution shall be 640 x 480.

3.5.4. Camera frame rate shall be 6 fps at a minimum; frame rate per second above this will be acceptable.

3.6. Outdoor Cameras

3.6.1. Cameras installed on the exterior of Pinecrest Hospital shall provide a view of the parking lots and facility grounds. The cameras shall also have a 5- 50 mm varifocal lenses.

3.6.2. All outdoor cameras shall be installed in a weather proof housing that has a heater and blower. The heater shall activate when the temperature reaches 0 degrees Fahrenheit and the blower shall activate when the temperature reaches 130 degrees Fahrenheit.

3.6.3. Contractor shall furnish and install ten (10) outdoor cameras as identified in 3.6.1 and ten (10) weather proof housing as identified in 3.6.2.

3.7. Power Supplies

3.7.1. All cameras shall be connected to multi-channel power supplies.

3.7.2. Five (5) 16 channel power supplies will be required.

3.7.3. All power supplies shall be connected to an uninterruptible Power Supply (UPS) Each UPS shall be capable of supporting 1200VA, at minimum.

3.8. Miscellaneous Hardware

3.8.1. Mounting brackets for all cameras shall be provided by the contractor.

3.8.2. Cable and cable terminations shall be provided by the contractor with a minimum of a 3' terminal length.

3.8.3. Current wall and floor penetrations for cabling can be used, but the vendor shall replace any fire block that is removed. In addition, all new penetrations must be sleeved and fire blocked.

3.8.4. Conduit and junction boxes shall be provided by the contractor.

3.8.5. Any other miscellaneous hardware that is required to install a high quality functioning camera system at Pinecrest Hospital shall be provided by the contractor.

3.9. Computers and software

3.9.1. The contractor shall install and configure computer hardware required for the security system.

3.9.2. The contractor shall provide required software for the security system. If the software must be installed on computers connected to the DHHR network the software will meet all Office of Technology compatibility requirements which shall be Windows XP or Windows Vista.

3.9.3. The contractor shall train personnel identified by the owner on the use and administration of the security system.

3.10. Minor deviations from the stated specification not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bidding atmosphere, provided the intent of the Request for Quotation or the effectiveness of the system is not compromised.

4. INSPECTION:

- 4.1. Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2. The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. Installation Plan (Shop Drawings):

Contractor shall provide an installation plan to owner for approval. The Installation Plan shall include a summary of work to be performed and normal configuration of devices and accessories that will be installed. The Installation Plan will include any deviations from the normal configuration of devices and accessories as explained in the summary. The Installation Plan shall include building drawings specifying products, product location, all identifying numbers of product (i.e. serial number, IP address, etc.), accessories and installation methods for the scope of work as defined in Section 3. The Installation Plan shall include a project schematic that will include the data flow from the end devices to the storage devices as well as the interconnection between all devices. The Installation Plan shall include a bill of materials (BOM) that contains, but not limited to, quantity, vendor number, serial number, manufacture part number, description and list price of each item. The Installation Plan shall include an initial schedule for the project. Any deviations in the initial schedule shall be communicated to the owner and approved before changes take place. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1. The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2. Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1. The Contractor shall coordinate with Information Systems personnel and the maintenance supervisor for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the building employees shall prevail.

7.2. The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.

8. WARRANTY: (GUARANTEE)

8.1. The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

8.2. All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. Used, reconditioned or remanufactured equipment is not acceptable.

8.3. Successful bidder shall submit full commercial warranty information. The warranty information shall minimally contain the product warranty.

9. PERMITS:

The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for Raleigh county pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website: <http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

12.1. The Contractor shall submit to the Owner one original invoice when the contracted work is completed in its entirety upon inspection and approval by the owner.

12.2. The Owner reserves the right to refuse payment in the event the completed

work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

All work shall be complete within 120 calendar days from the approval of the installation plan/notice to proceed letter.

14. DELAYS AND EXTENSION OF TIME:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1.** Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein. In addition, please note that this project will be awarded to the vendor with the lowest total bid that meets all of the specifications.

Bid Schedule / Cost Proposal

Quantity	Description	Price for Each	Extended Amount
5 each	Digital Video Recorders per specifications	\$ _____	\$ _____
10 each	Uninterruptible Power Supply	\$ _____	\$ _____
5 each	16 channel Power Supply	\$ _____	\$ _____
53 each	Sony SPE-110 (or equal) vandal proof dome color camera with minimum 2.8-4mm to maximum 10-15mm auto focusing lens for indoor use	\$ _____	\$ _____
10 each	Outdoor camera with 5 – 50 mm varifocal lens	\$ _____	\$ _____
10 each	Weather proof housing for outdoor cameras	\$ _____	\$ _____
1 job	Mounting brackets, cable and cable terminations with a minimum of 3' length, conduit and junction boxes, other miscellaneous hardware and network equipment.	\$ _____	\$ _____
1 job	Required software for security system	\$ _____	\$ _____
1 job	Labor costs	\$ _____	\$ _____
All other costs (please specify)		\$ _____	\$ _____
Grand Total		\$ _____	\$ _____

SUMMARY OF "A" WING

			<u>UPS</u>	
Outside	1	Digital Video Recorders	1	1
Basement	1	16 channel		
1st Floor	2			
2nd Floor	2	Power Supply	1	1
3rd Floor	1	minimum 16 channel		
Total	7			

SUMMARY OF "B" WING

Outside	4	Digital Video Recorders	2	2
Basement	0	16 channel		
1st Floor	9			
2nd Floor	4			
3rd Floor	4	Power Supply	2	2
4th Floor	3	minimum 16 channel		
Total	24			

SUMMARY OF "C" WING

Outside	1	Digital Video Recorders	1	1
Basement	1	16 channel		
1st Floor	4			
2nd Floor	4			
3rd Floor	3	Power Supply	1	1
		minimum 16 channel		
Total	13			

SUMMARY OF "D" WING

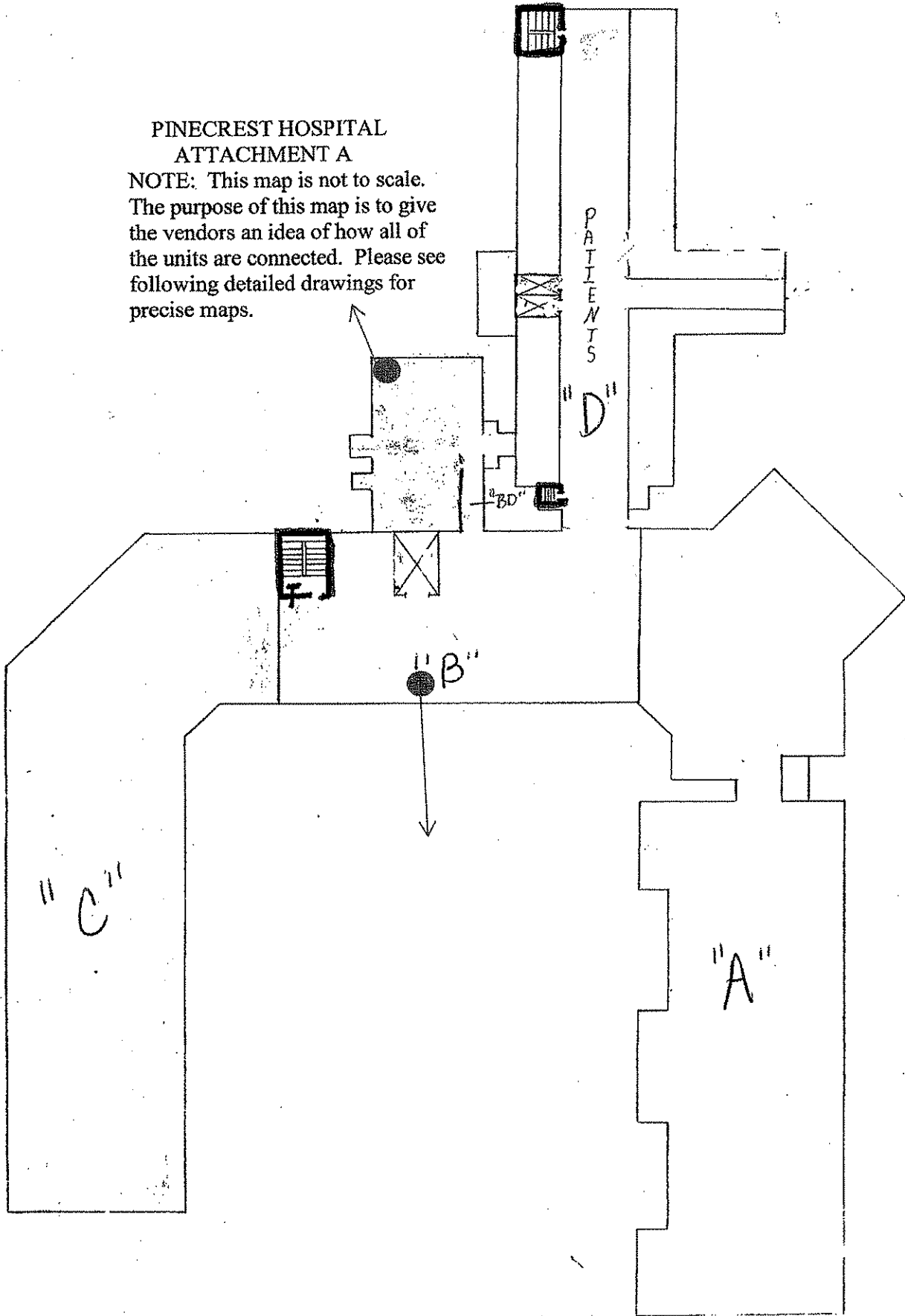
Outside	3	Digital Video Recorders	1	1
Basement	1	16 channel		
1st Floor	3			
2nd Floor	1			
3rd Floor	2	Power Supply	1	1
4th Floor	2	minimum 16 channel		
5th Floor	2			
6th Floor	2			
Total	16			

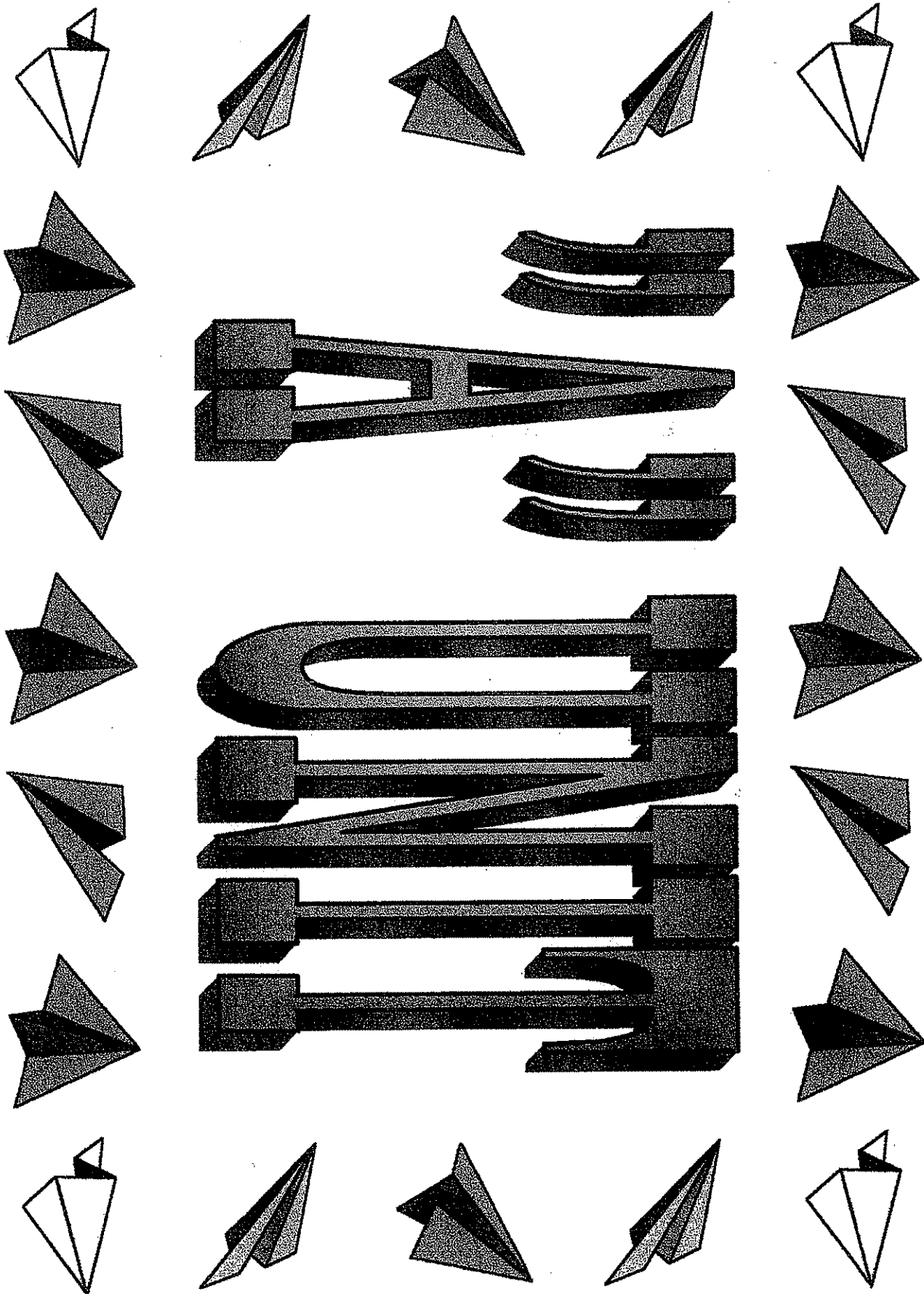
SUMMARY OF DIETARY

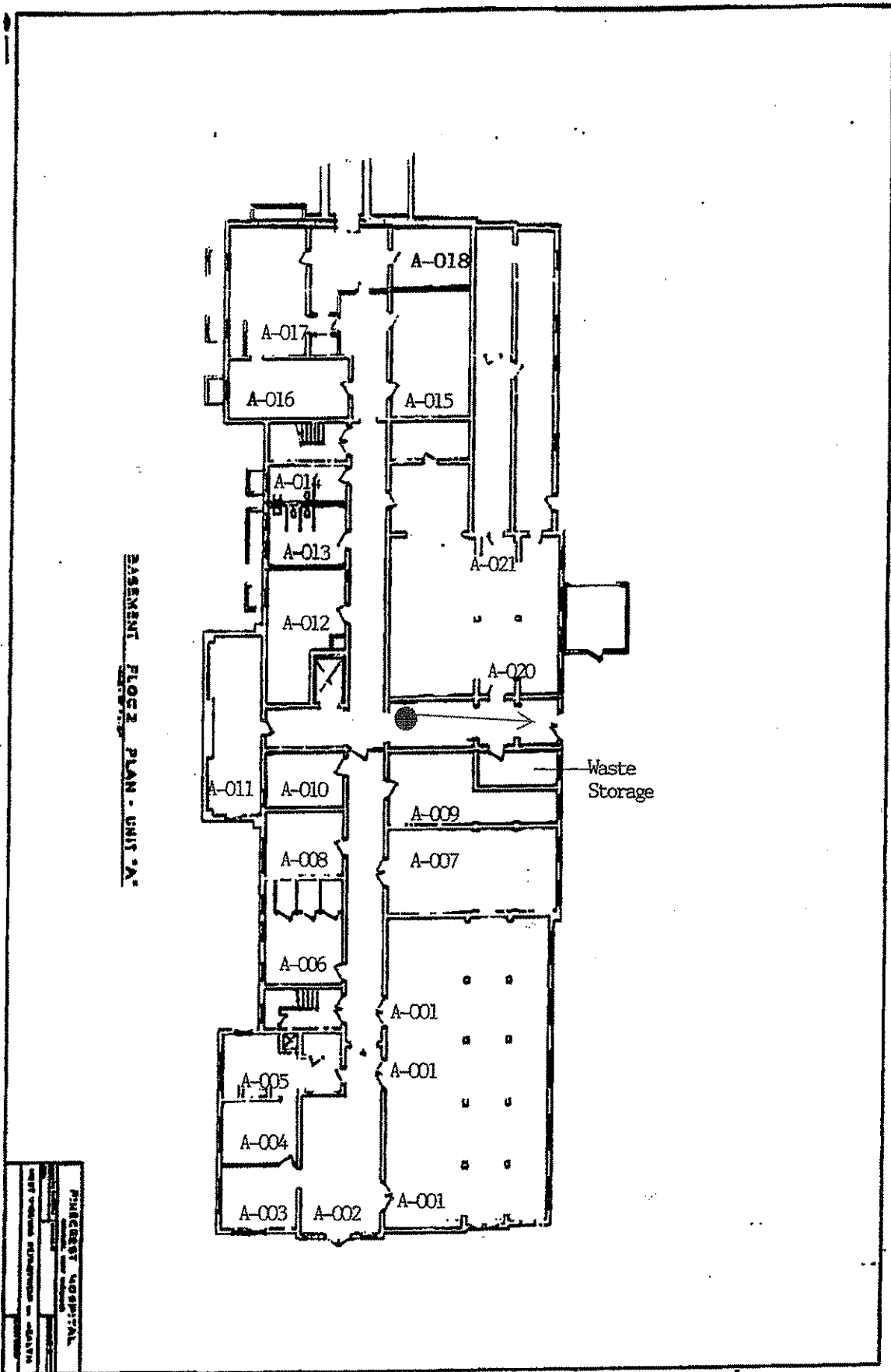
Outside	1			
Basement	0			
1st Floor	1			
2nd Floor	1			
Total	3			
GRAND TOTAL	63			10

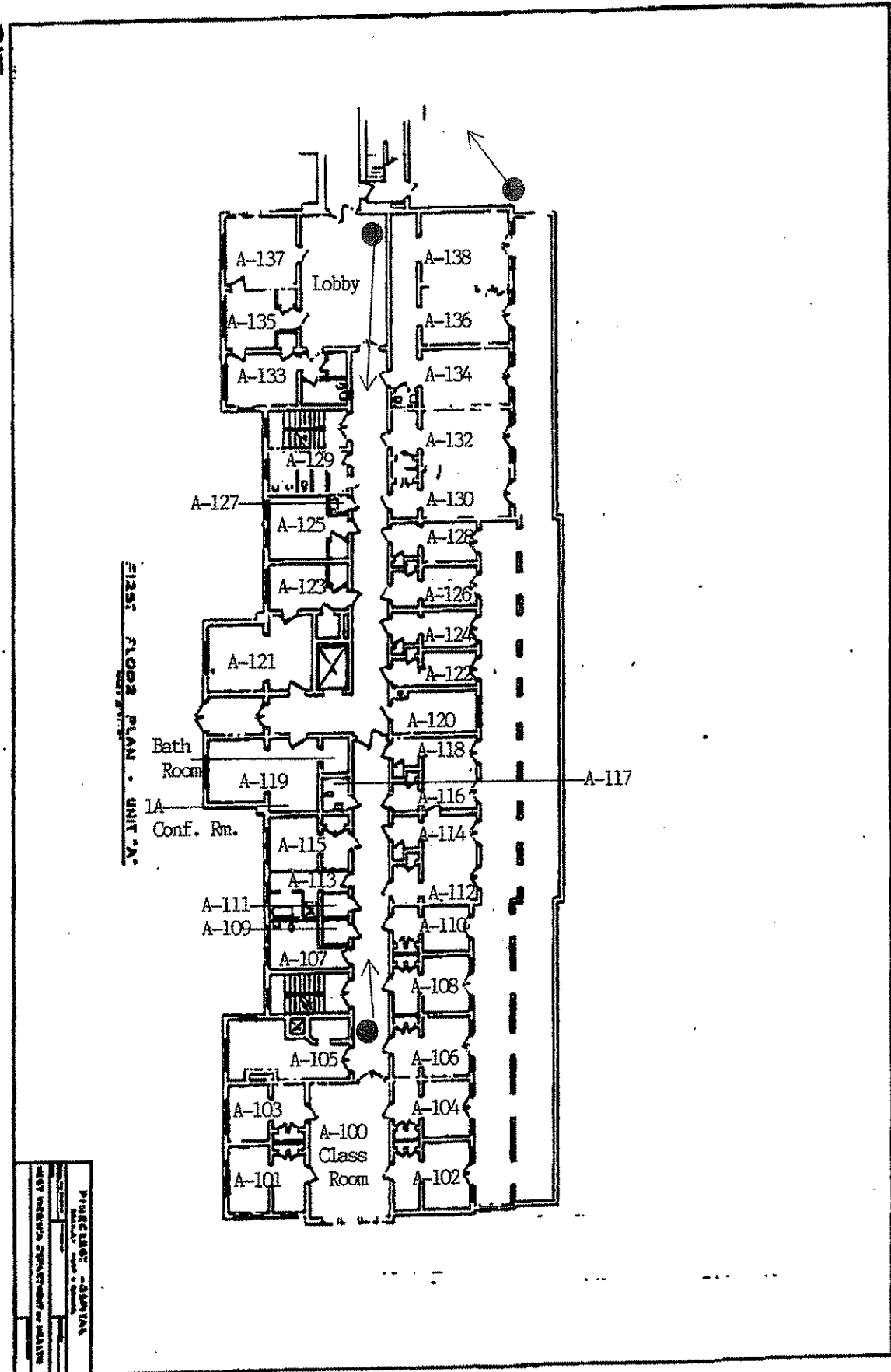
PINECREST HOSPITAL
ATTACHMENT A

NOTE: This map is not to scale.
The purpose of this map is to give
the vendors an idea of how all of
the units are connected. Please see
following detailed drawings for
precise maps.

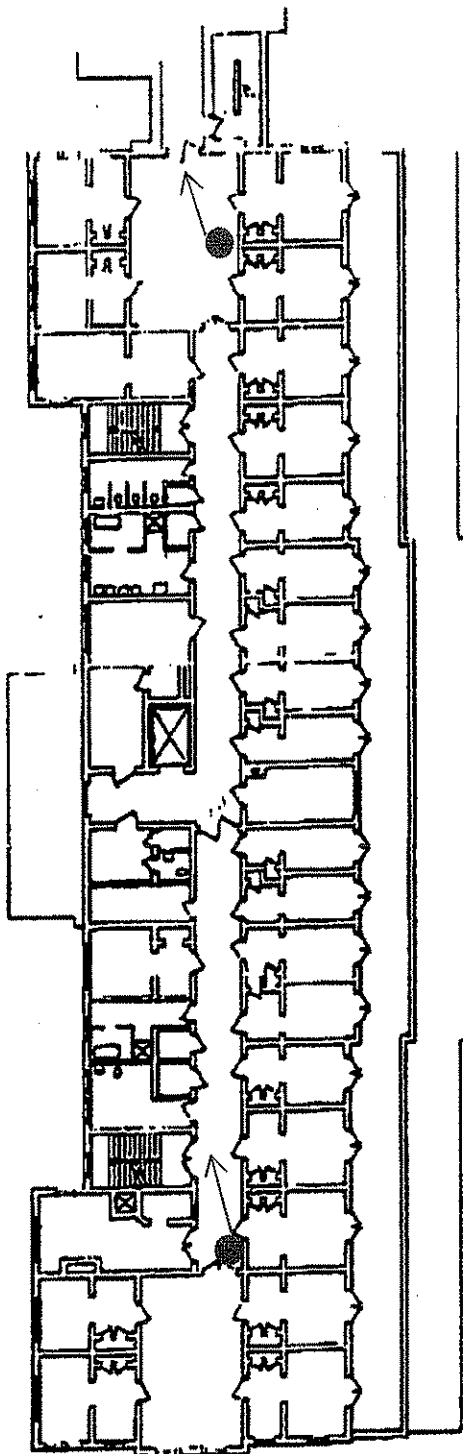




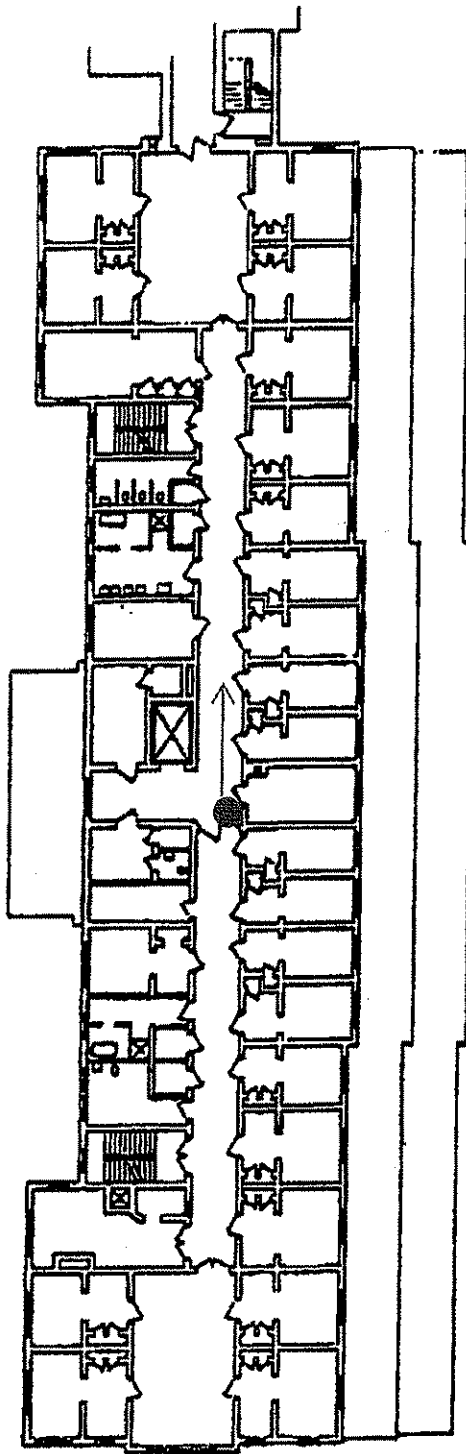




SECOND FLOOR PLAN - UNIT "A"

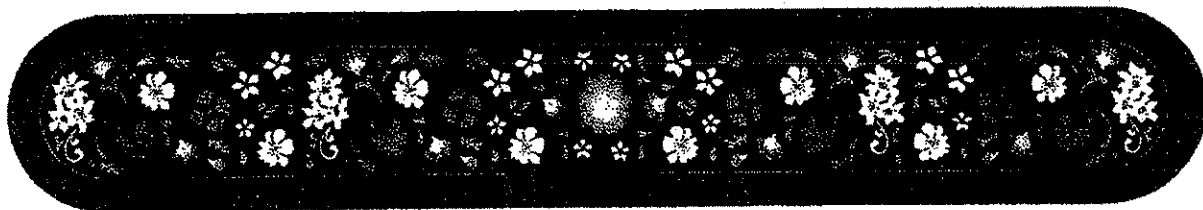
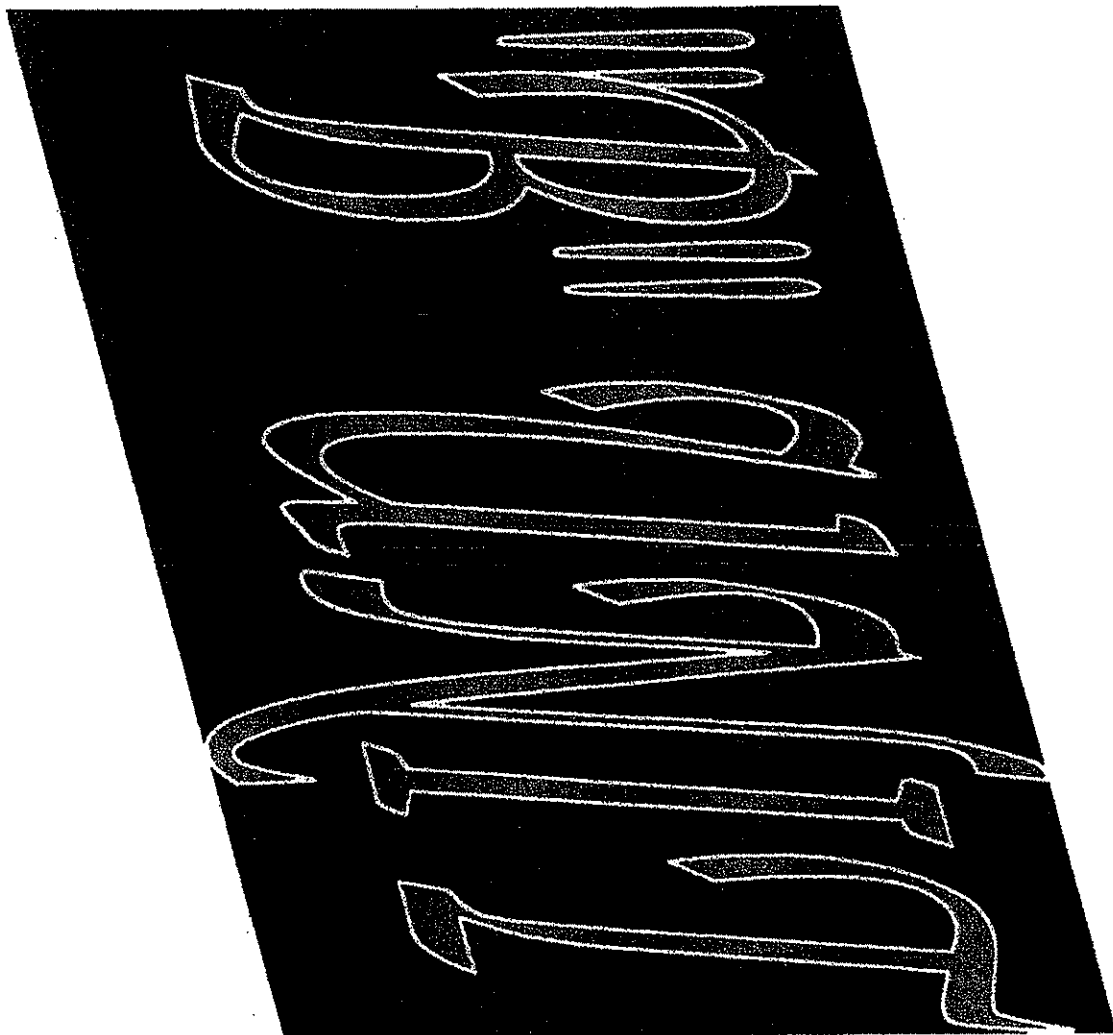
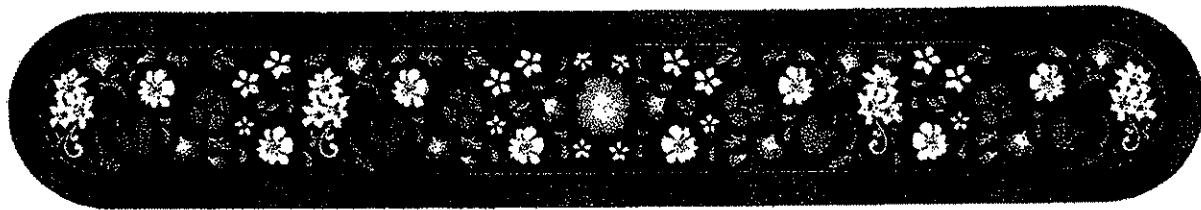


PHILIPINE INSURANCE
General and Marine
Fire and Theft
Automobile and Liability
Marine and Aviation
Health and Life
Investment and Real Estate

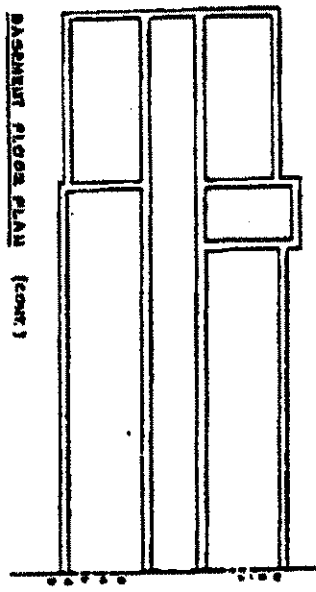


THIRD FLOOR PLAN - UNIT 'A'

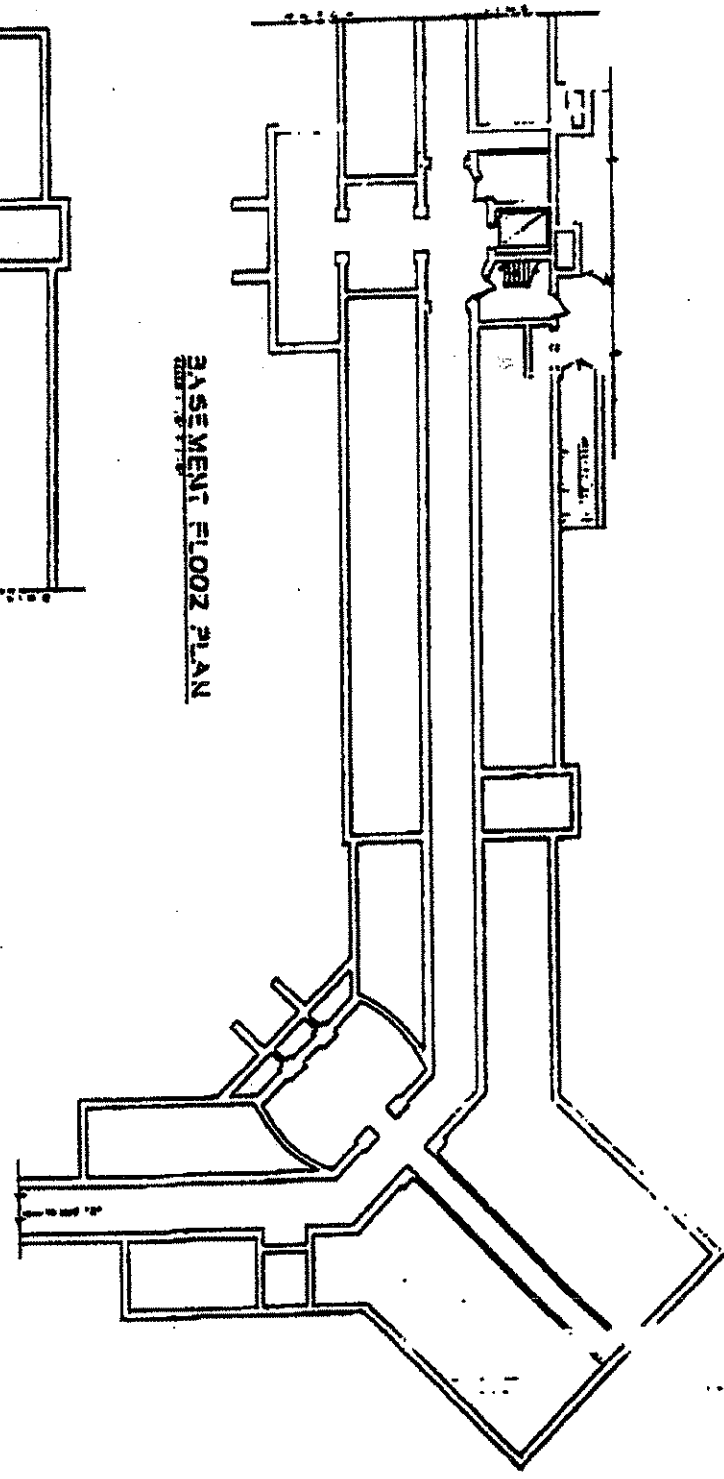
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BASMENT FLOOR PLAN (cont.)

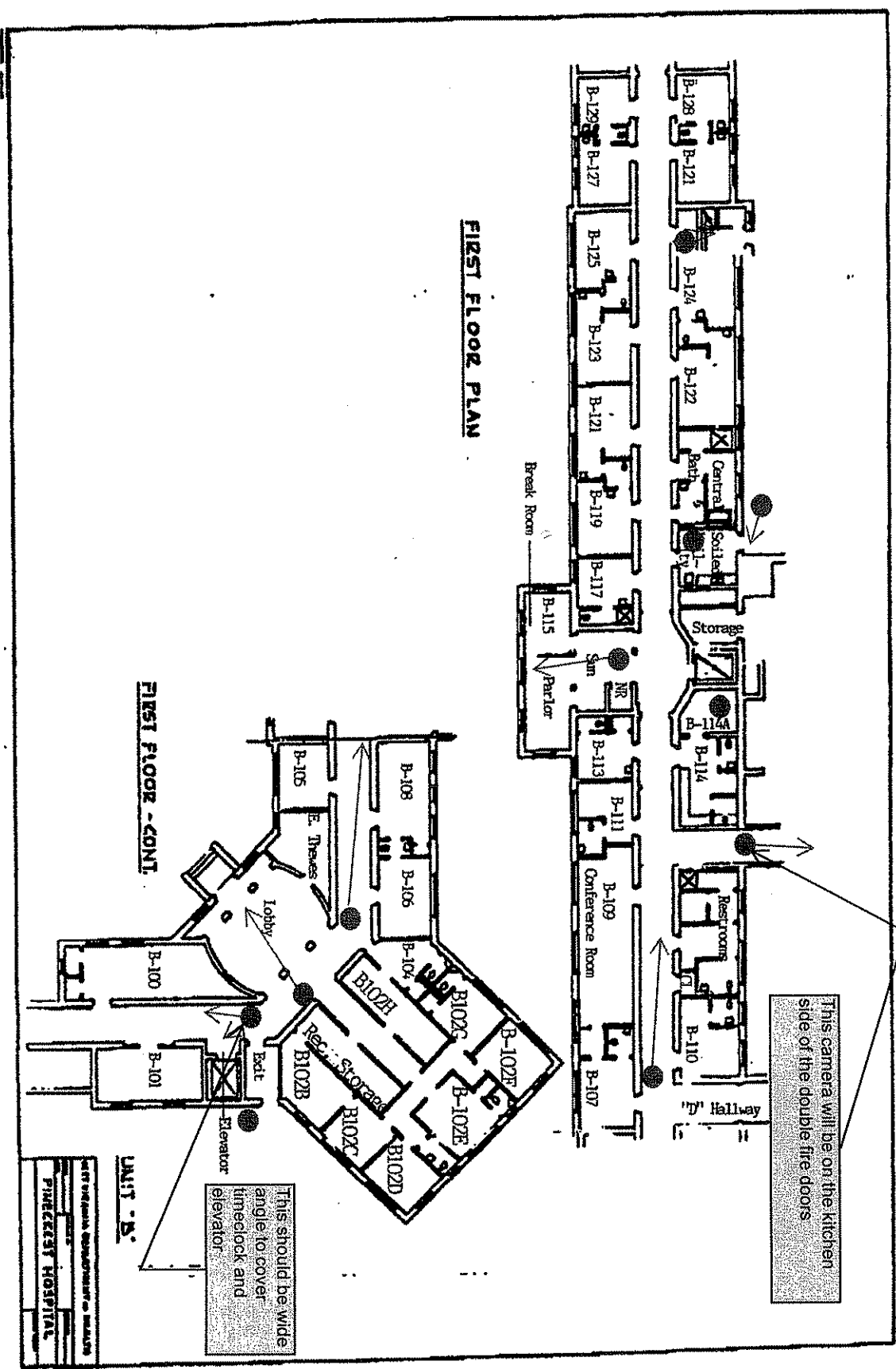


BASMENT FLOOR PLAN



UNIT B.

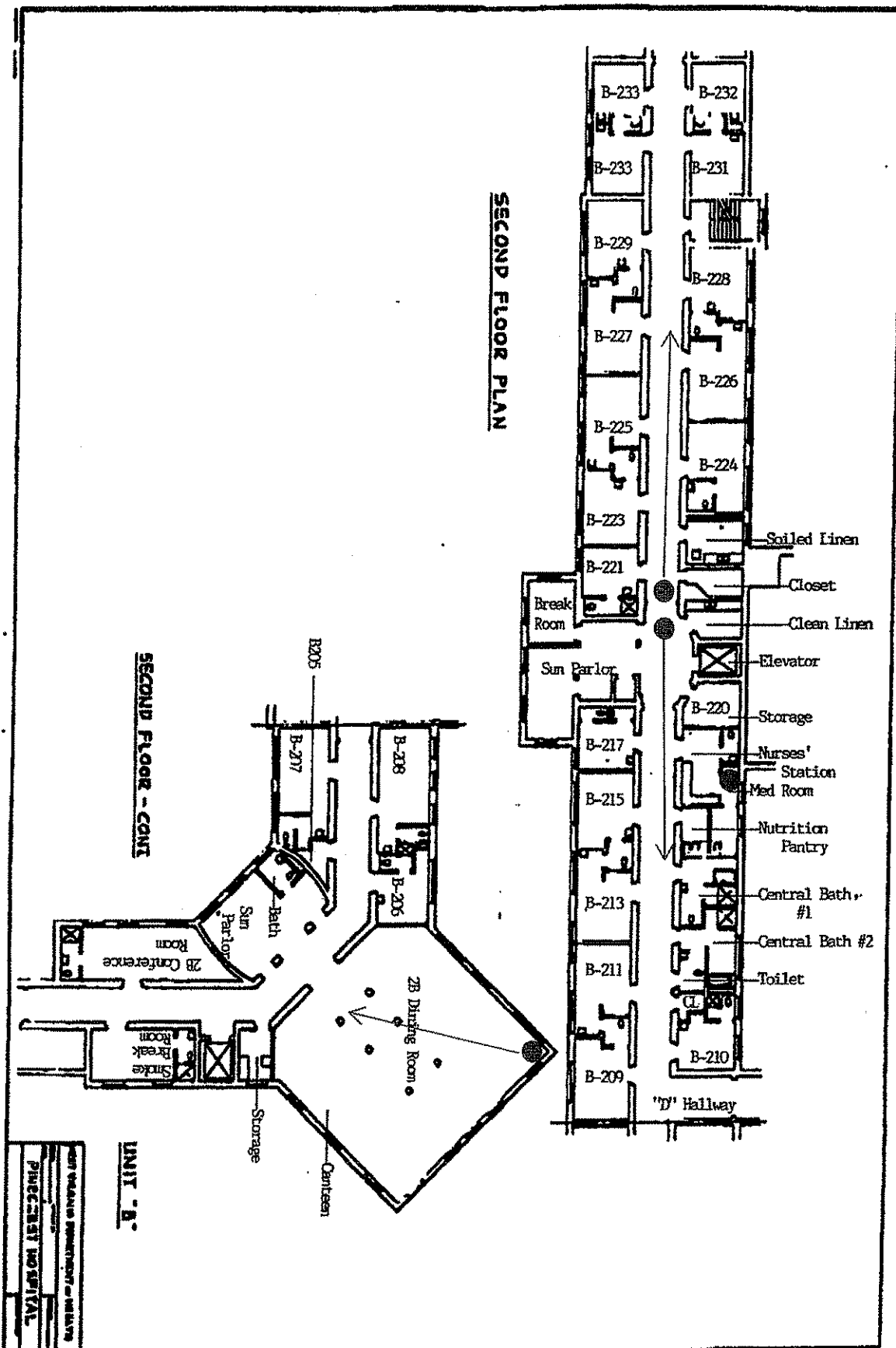
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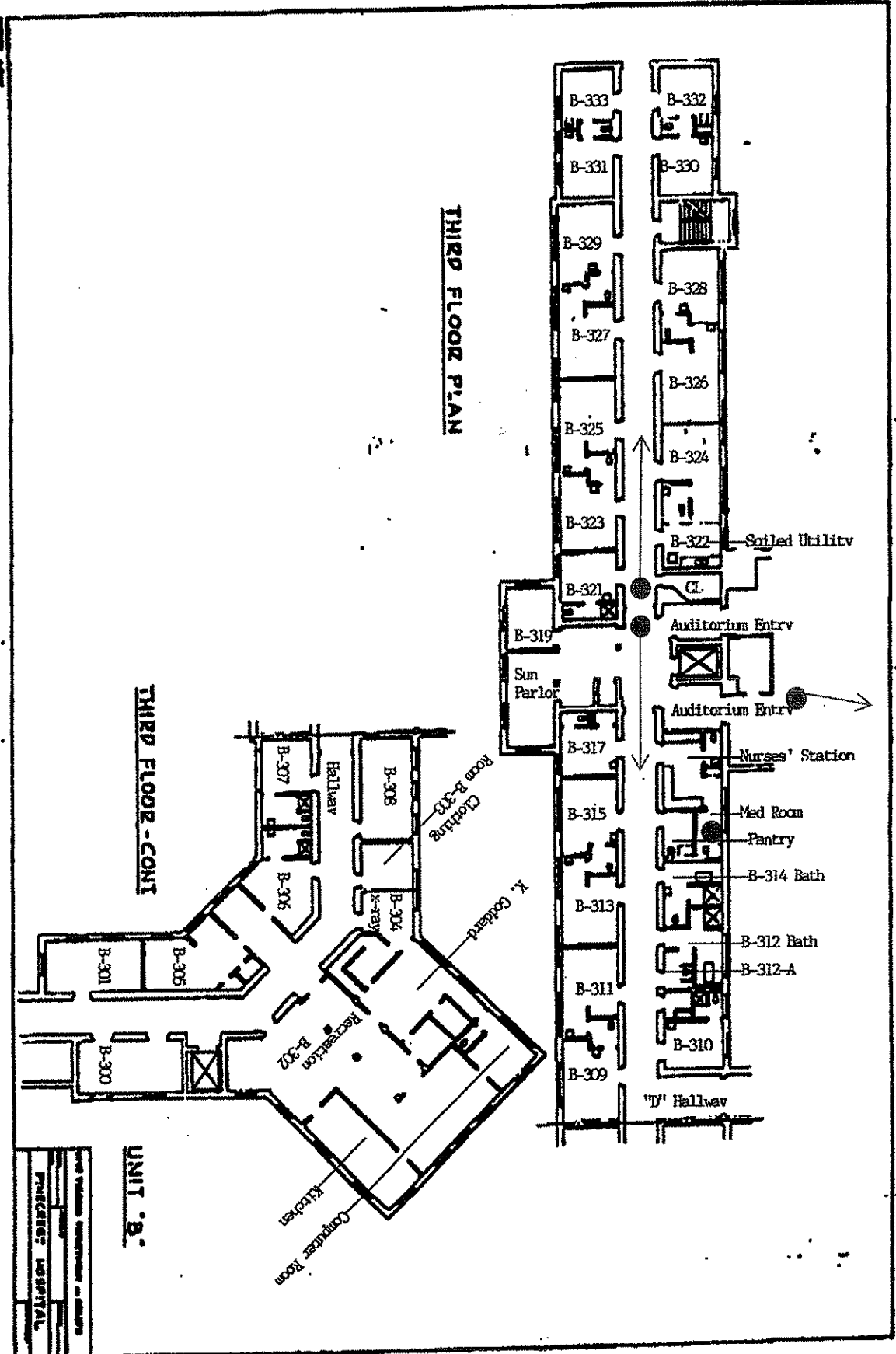


This camera will be on the kitchen side of the double fire doors

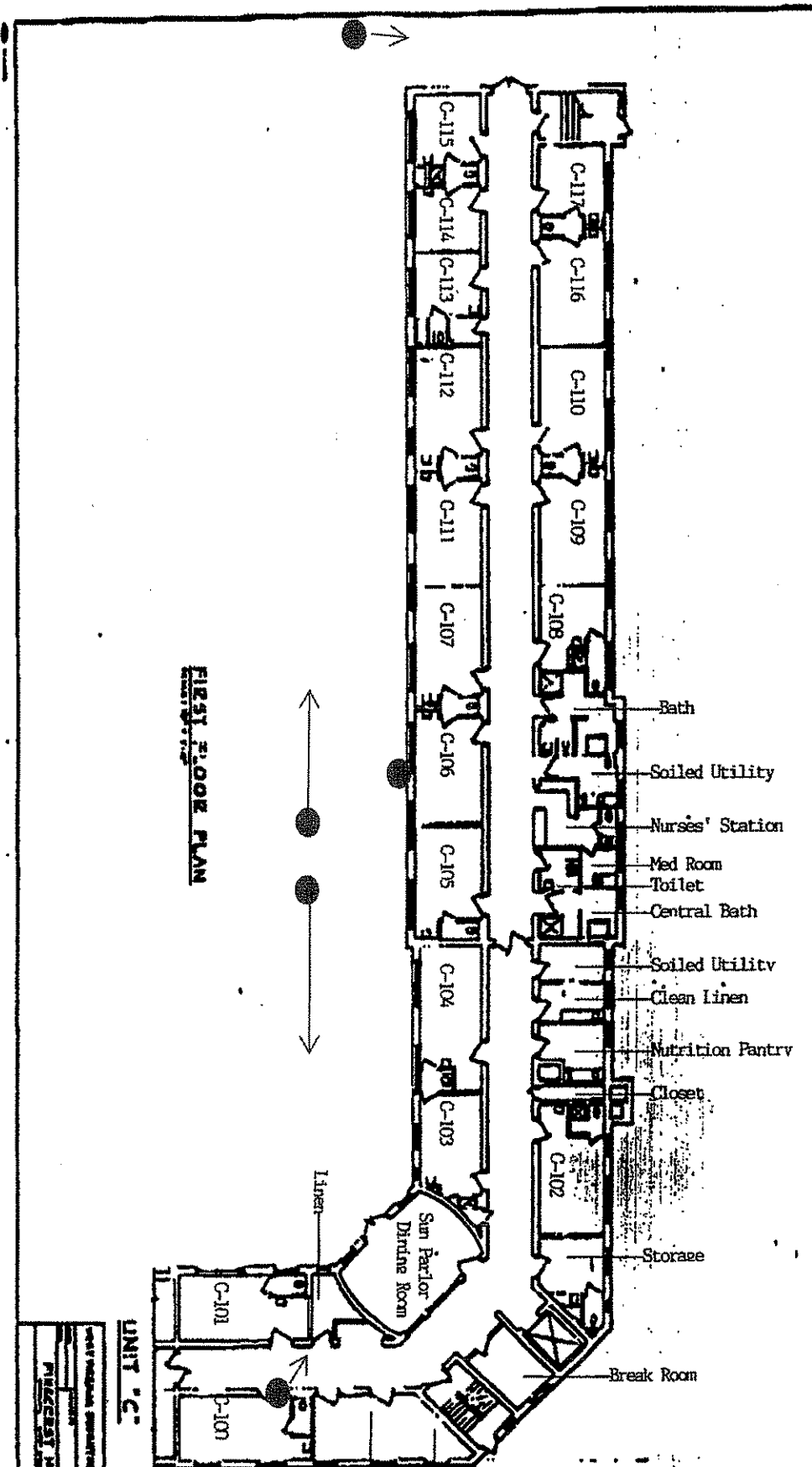
This should be wide angle to cover timeclock and elevator

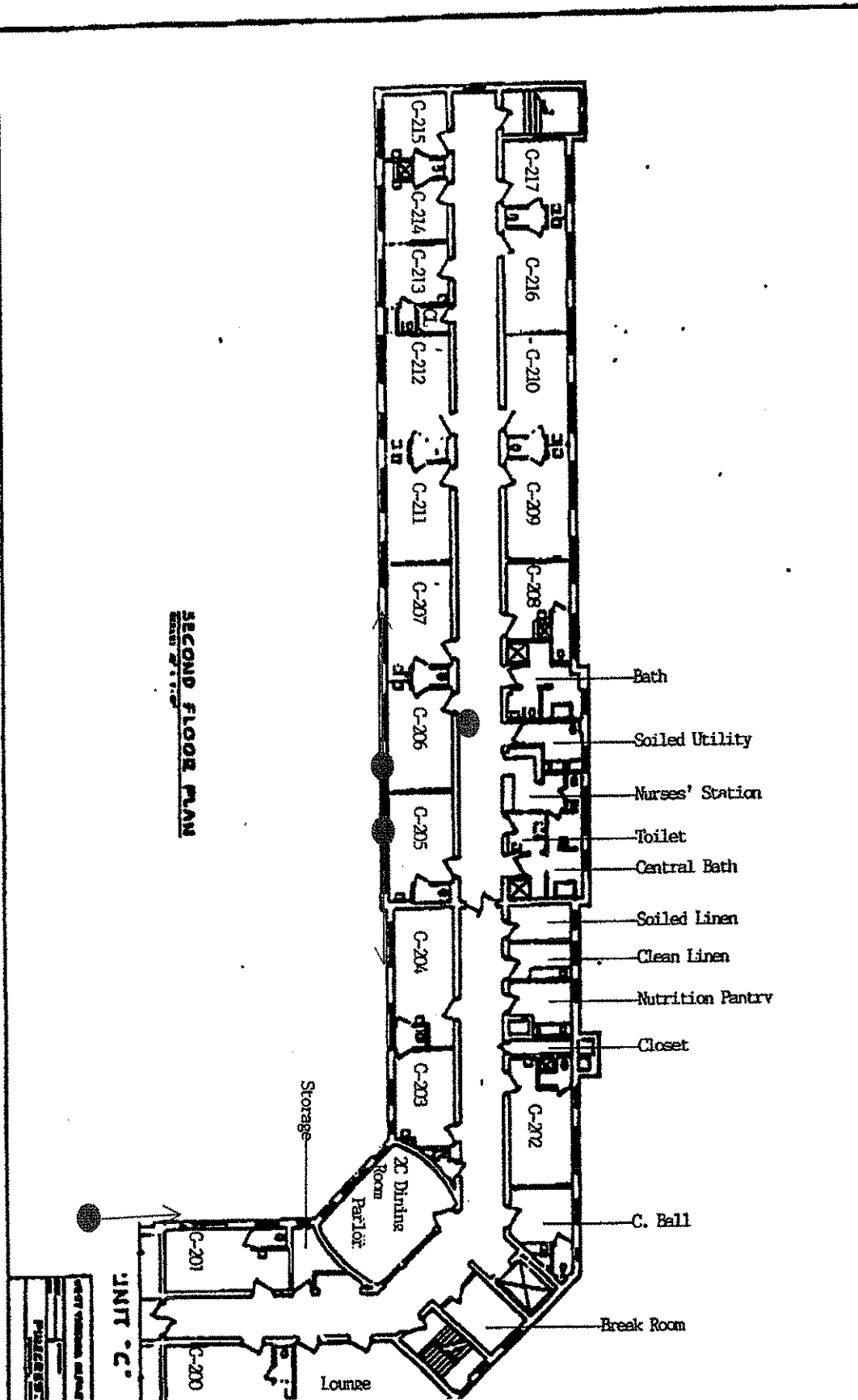
UNIT - B
PINECREST HOSPITAL











SECOND FLOOR PLAN

DOOR
WINDOW
STAIR
ELEVATOR
CLOSET

UNIT - C

Lounge

Break Room

C. Ball

Closet

Nutrition Pantry

Clean Linen

Soiled Linen

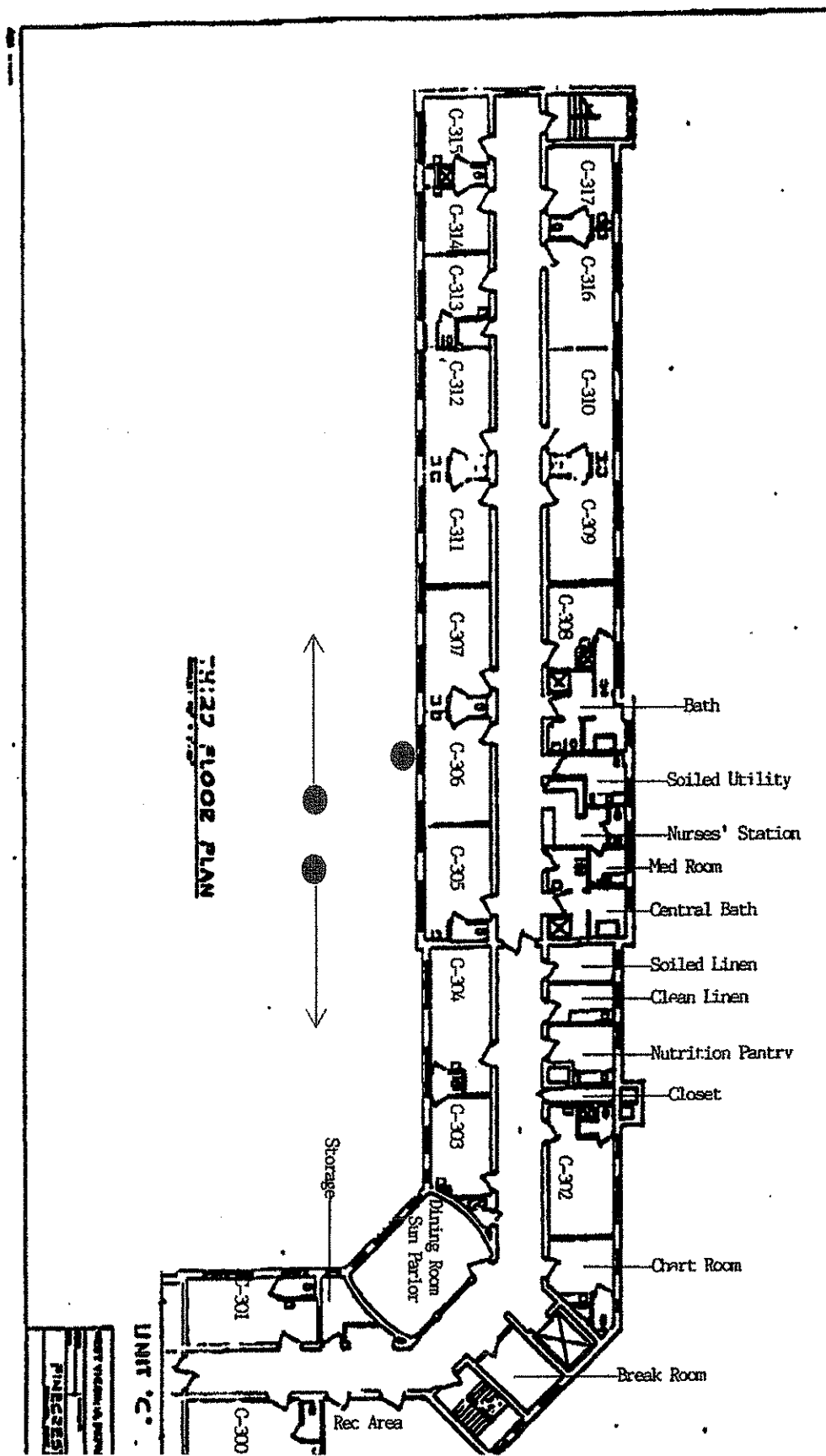
Central Bath

Toilet

Nurses' Station

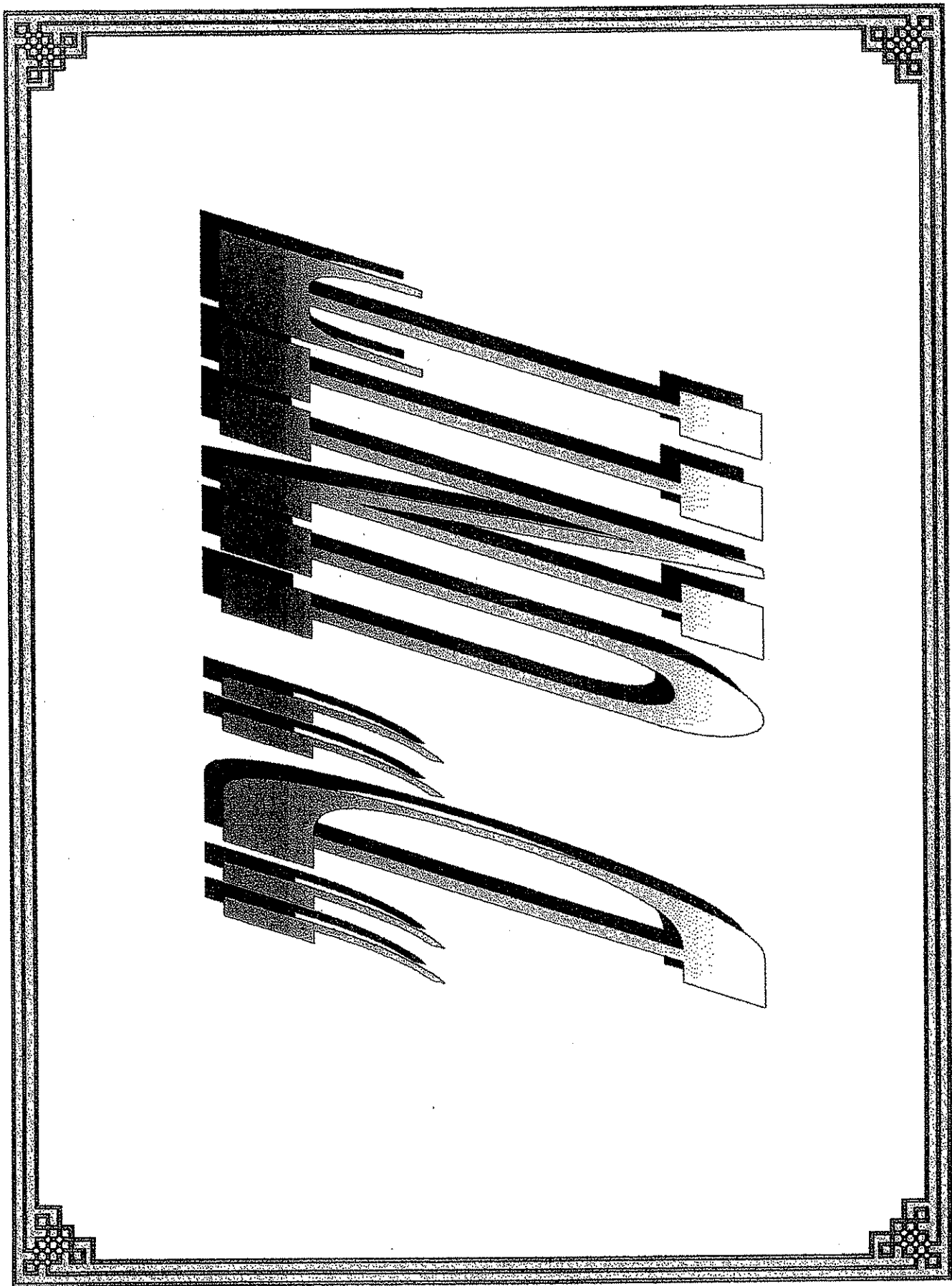
Soiled Utility

Bath



THIRD FLOOR PLAN

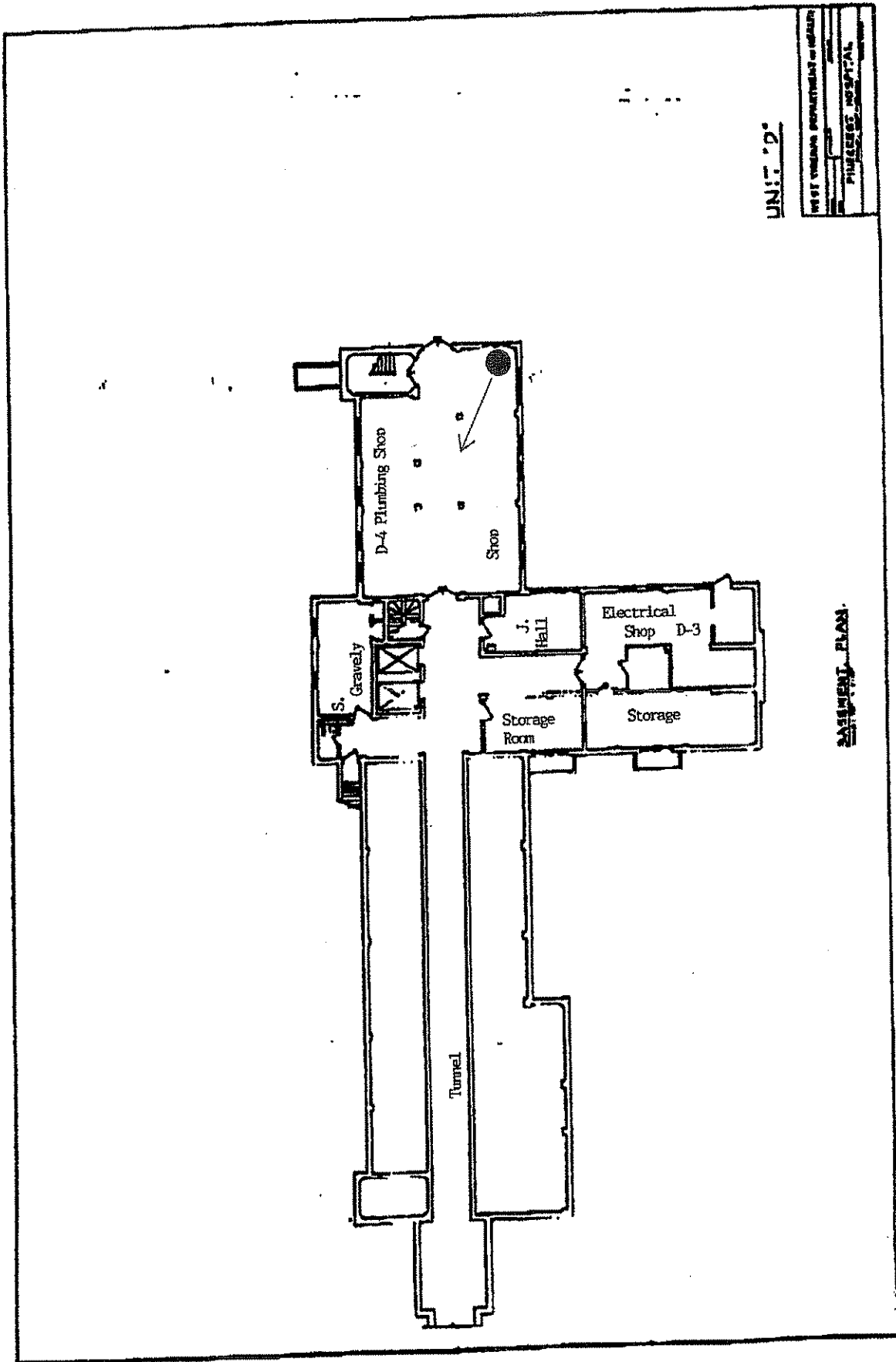
UNIT C
PRINTED
DATE: 07/18/95



NO. 916

DH-R-SUPPORT SERVICES → 256 6616

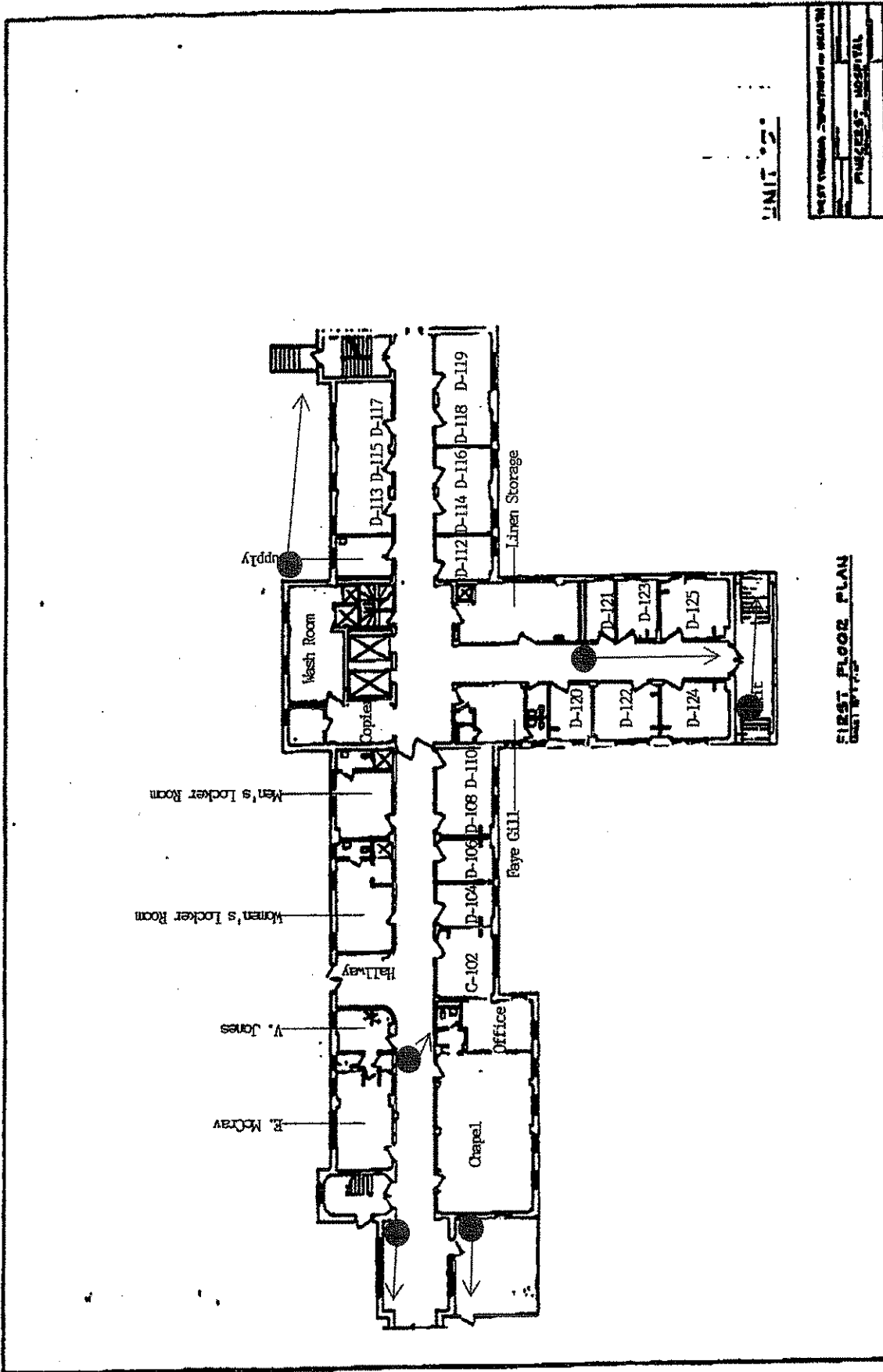
07/18/95 14:51



UNIT 'D'

WEST VIRGINIA DEPARTMENT OF HEALTH
 PUBLIC HEALTH DIVISION
 PLUMBING SHOP

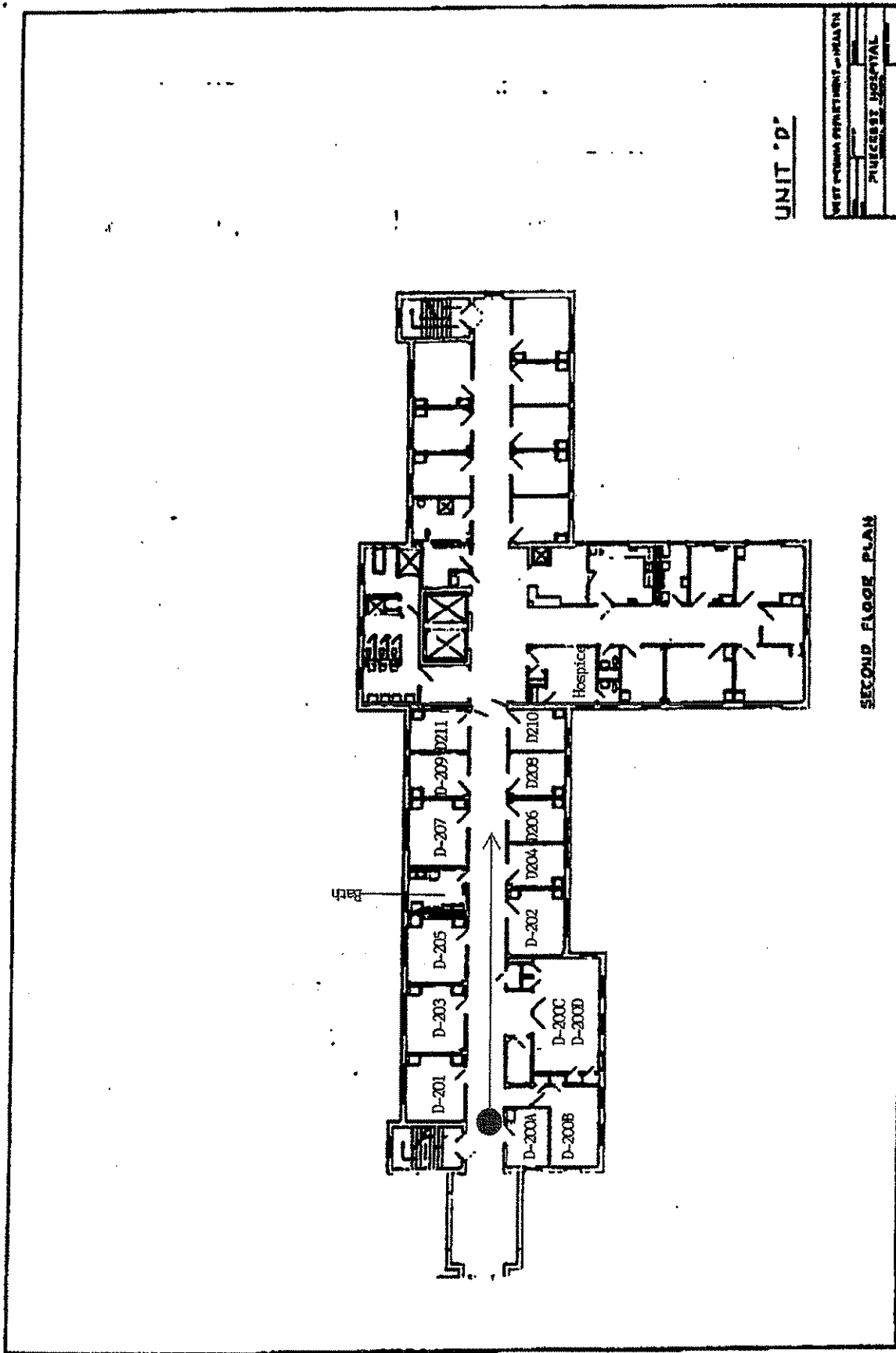
BASMENT PLAN



FIRST FLOOR PLAN

NO. 1

07/18/95 14:52 DHR-SUPPORT SERVICES + 256 6616



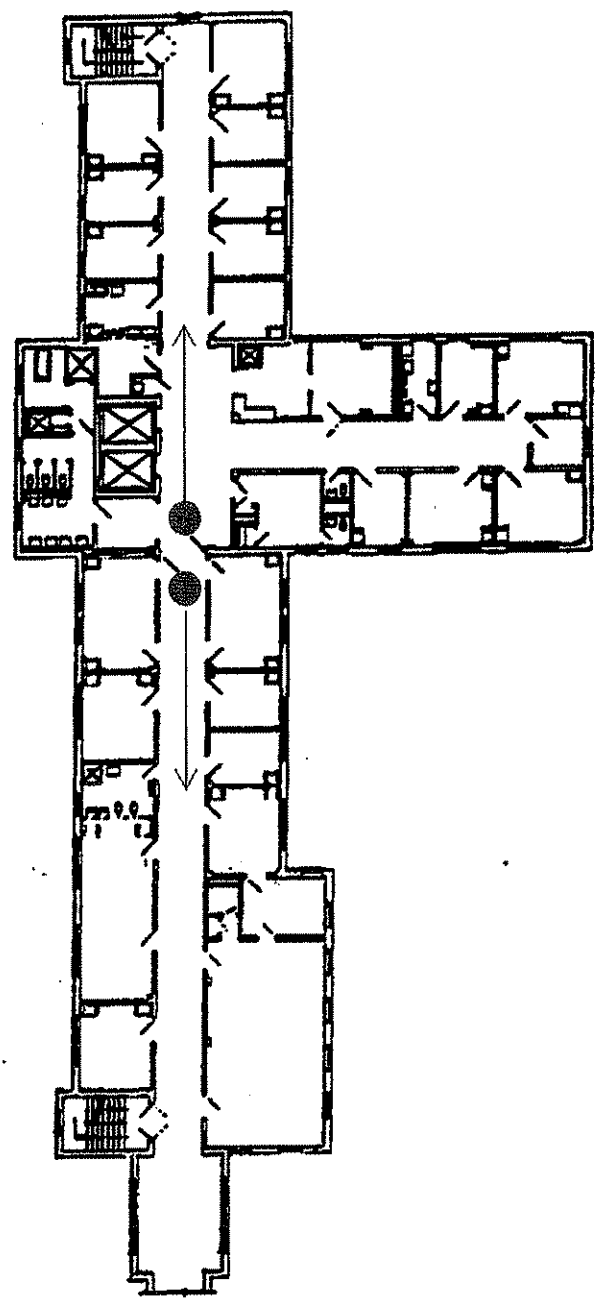
SECOND FLOOR PLAN

UNIT "D"

WEST VIRGINIA PERPETUITIES HOSPITAL
 FLOOR 02, 2000

WEST VIRGINIA UNIVERSITY HOSPITAL
PUNCEY HOSPITAL

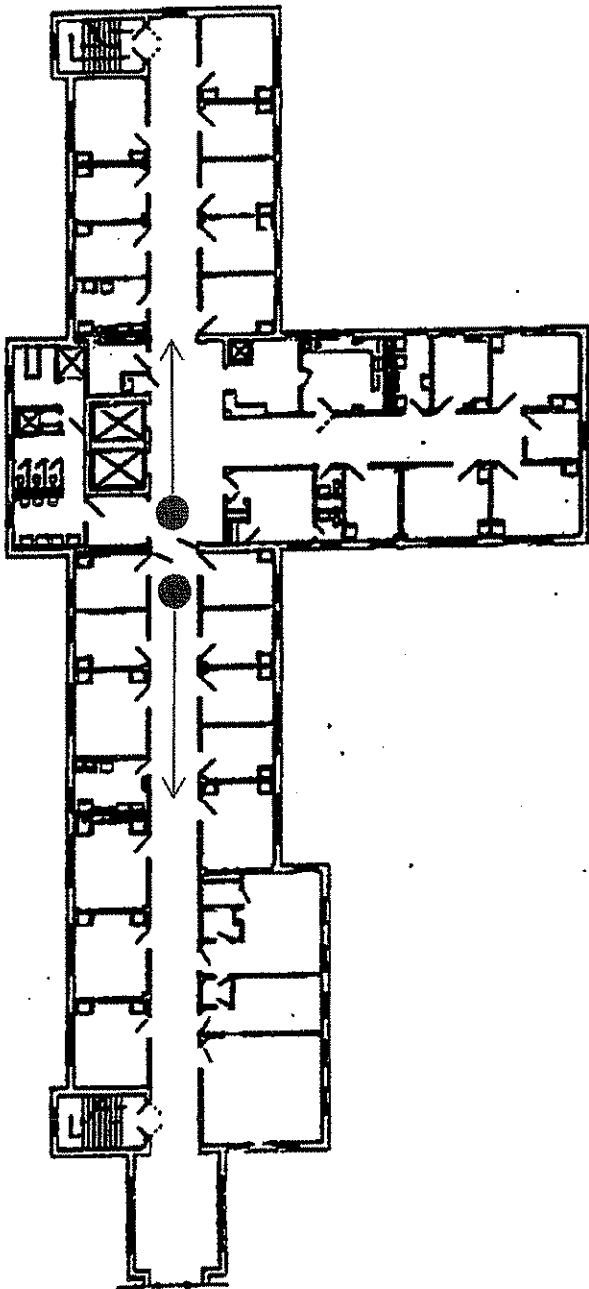
UNIT "D"



THIRD FLOOR PLAN

WEST VIRGINIA DEPARTMENT OF HEALTH
 PROJECT: OPTIMA
 PROJECT NO. 95-001

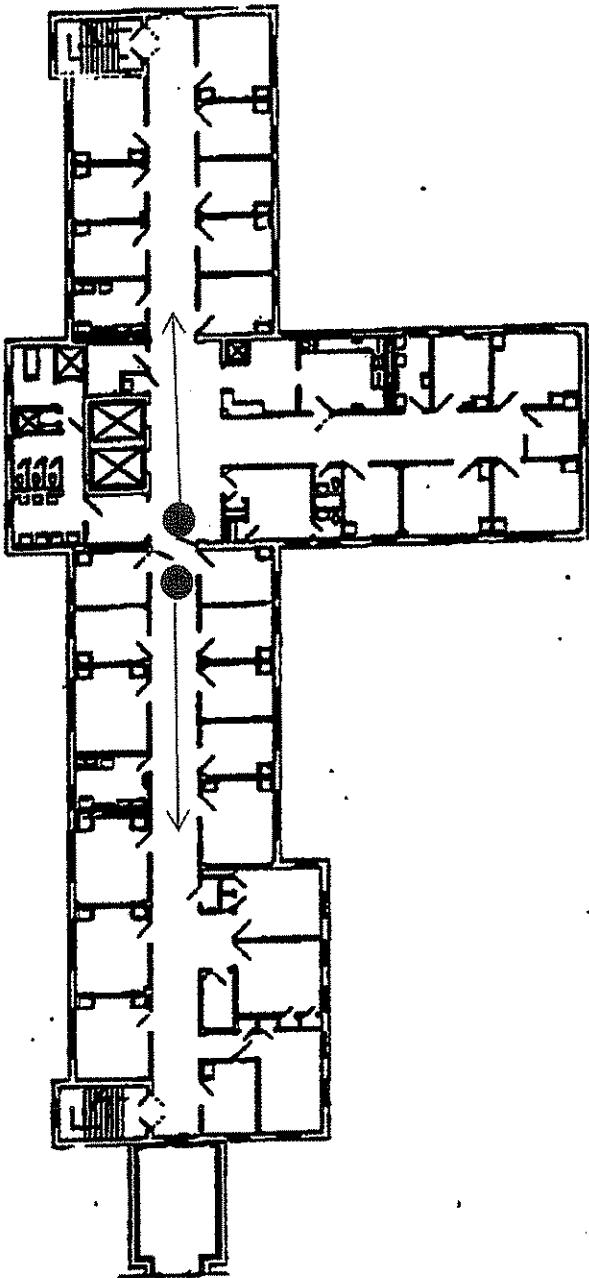
UNIT 'D'



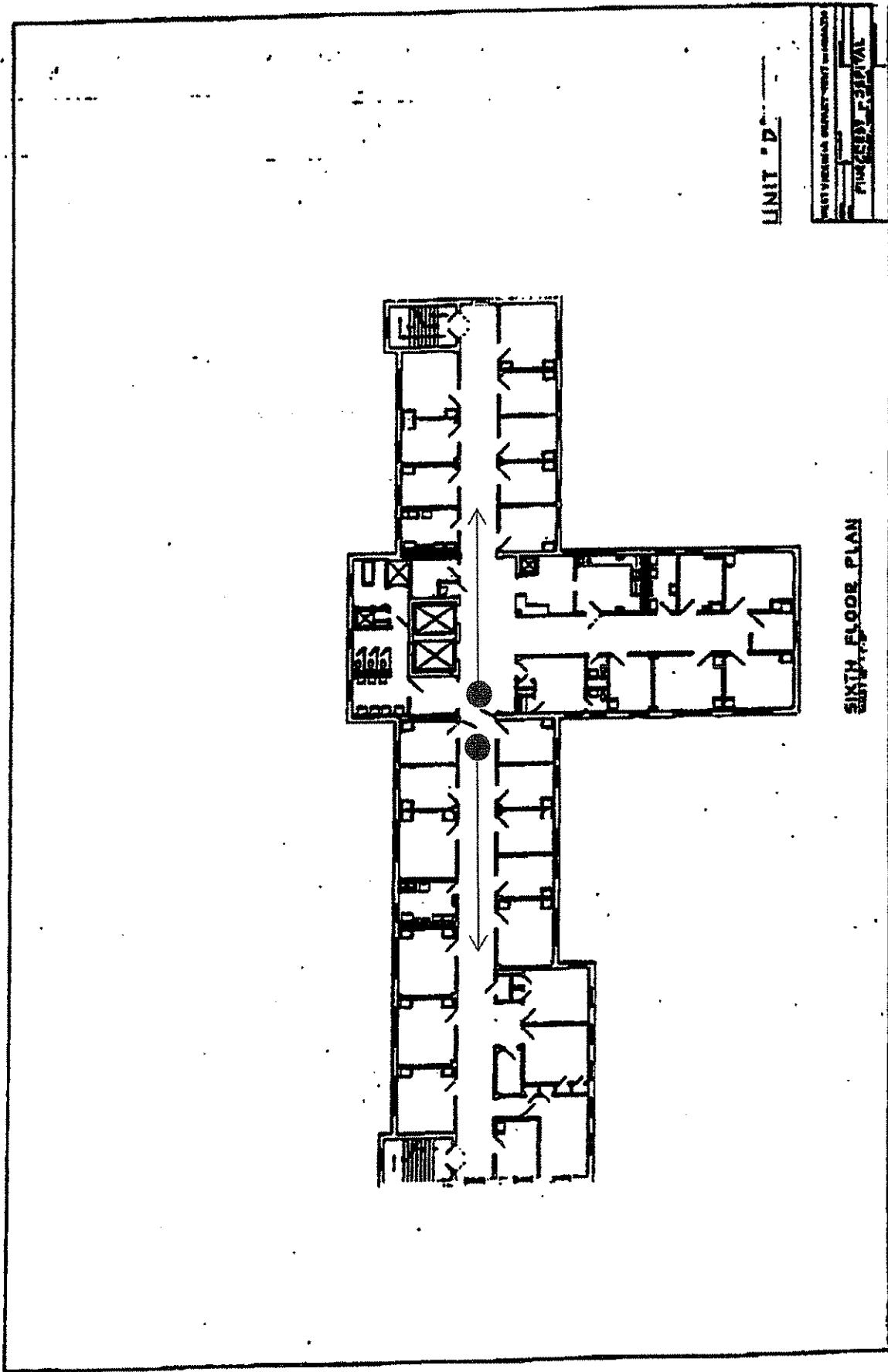
FOURTH FLOOR PLAN

DEPT. OF HEALTH & HUMAN SERVICES
PHYSICIAN HOSPITAL

UNIT "P"



FIFTH FLOOR PLAN



SIXTH FLOOR PLAN

LIMIT "D"

PLANT VENTILATION SYSTEM INFORMATION
PROCESS BY: F. SPITAL

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. 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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

_____,
(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

_____,
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____