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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304 558-2316

s I H I P

DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION

324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

TERMS OF SALE SHIP VIA DATE PRINTED FREIGHT TERMS BID OPENING DATE: 2010 OPENING TIME 01:30PM CAT. UOP LINE QUANTITY ITEM NUMBER UNIT PRICE AMOUNT ***** ADDENDUM NO. 1 THIS ADDEDNUM IS ISSUED TO PROVIDE THE ATTACHED BID CLARIFICATION, AND MANDATORY PRE-BID SIGN IN SHEET. TECHNICAL QUESTIONS AND ANSWERS WILL BE ADDRESSED IN A SUBSEQUANT ADDENDUM. THE BID OPENING DATE AND TIME HAVE NOT CHANGED. ***** END ADDENDUM NO. 0001 340-16 1LS FIRE ALARM SYSTEM\$ THIS IS THE END OF REQ DNR211045 ***** TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

October 13, 2010

TO: ALL BIDDERS

REF: HAWKS NEST STATE PARK FIRE ALARM SYSTEM RFQ DNR 211045

SUBJECT: ADDENDUM No. 1

This Addendum Bulletin shall be incorporated in the Construction Contract Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum on the Bid Form.

The Construction Contract Documents shall be amended as follows:

CHANGE DATE BETWEEN ISSUANCE OF ADDENDUM AND BID OPENING

There shall be at least 5 days from the issuance of any addendum and the bid opening.

PRE-BID MEETING SIGN-IN-SHEET

A copy of the Pre-bid meeting sign in sheet is attached to this addendum.

SPECIFICATIONS

The existing fire alarm panels and all existing actuators are to be removed and delivered to the Engineer prior to release of the contractors final payment.

A 40 ft. job storage trailer will be allowed to be parked on the Lodge Lot in a place designated by the Park Superintendent if desired by the contractor.

TECHNICAL QUESTIONS

Upon the receipt of technical questions, a second addendum will be issued.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ# Project	: DNR 211045 : HAWKS NEST-FIRE ALARM	Bid Date : <u>///09/2010</u> Pre-Bid Date : <u>/0//3/2010</u>		
Name Company Address	: James F. Straggs : Tri-co- Ele. : 240 Scott Ave, suite 3 Morgantown, wv 26508	Name: Joe Hypes Company: Pro Electric Address: 546 North Side Orive Summers wille wir 26651		
Phone # Fax # Email	: 304 296 5471 : 304 296 7937 : Tiffany @ Pennline, COM	Phone # : 304 872 7078 Fax # : 314 872 7078 Email : productions as Hotman		
Name Company Address	: CHRIS MURES : CITY ELECTRIC CO. : 1219 PENN. AVE CHARLESTON, WV 25302	Name: Mike Bryant Company: Newtech Systems Address: 420 16+4 8+ DUNDAR WY 25064		
Phone # Fax # Email	: 304-345-6150 : 304-345-6151 : CMyres @ Cityplectricwu.com	Phone # : 766-000 Fax # : 766-8319 Email : mbry ant @ newtechwy.com		
Name Company Address	Test Tastica Souther AUT Luc Hercer Maff loso Bluesteld WV 24701	Name : Platron Electric Company Robert Town Address: P.O.BOX 31 Scar brown 2597 Robert Short brown		
Phone # Fax # Email	: 304-324-4272 : 304324-4274 : jeff-1 ustree @ Southern-Air com	Phone # : 304-4165-8947 Fax # : 204-4165-8948 Email : Rodat Para Suentel. ~ eT		
Name Company Address	Sock CHANDOEL	Name: John Bracken Company: Hawks NESS State Park Address: P.O. Box 857 ANSTED WU 25812		
Phone # Fax # Email		Phone # : 304-658-5196 Fax # : 304-658-4549 Email : 104066666666666666900		



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ# Project	DNR 211045 IMWKS NEST - FIRE ALAR	Bid Da	id Date : $\frac{1//09/20/0}{10/13/20/0}$
Name Company Address	: Cornerstone Electric UC : David A. Peters : 1677 Lens Creek Rd Marmet WV 25315	Name Company Address	
Phone # Fax # Email	: 304-949-9550 : 304-949-9552 : cornerstoncelectric @suddenlink, net	Phone # Fax # Email	
Name Company Address	: ROCK CHANDLEIZ : CAPITAL BUILDERS : YOUR STH STREET RD KUNTINGTON, W.V. 2570/	Company	SHAWN MAINS COX SCCURITY P.O. BOX GOST Blue PRINCE RO. BlueFielD. L.V 24701
Phone # Fax # Email	: 304-437-3202 : 304-697-5004 : gccop: fa/bilde) sudden/n	Phone # Fax # Email	304-255-4211 304-323-2310 COX SCENLY @ FRUNTIERNOT.N
Name Company Address	: COX SECURITY SURGERS : SHAWN MAINS : P.O. BOX 605X 422 Blue PRINCERS Blue Fixto WX 24701 Clarkonic Society	Name Company Address	BRIAN DIKON Electronic Specialty 1325 Dunbar Ave Dunbar, KN 25763
Phone # Fax # Email	304-266-6277 304-766-6270 Drian@docheonespeaklow	Phone # Fax # Email	304-766-6277 304-766-6270 buin@electrone peculy.
Name Company Address	: Kenveth Turner : Bluestone Electric : Pobot 575 Boaves 25813	Name Company Address	
Phone # Fax # Email	: 304-252-9102 : 304-2556246 : bluestoneclectice Sudde lull mail. Ge	Phone # Fax # Email	