



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
GSD106434

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/16/2010				

BID OPENING DATE: 07/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		936-33		
STANDPIPE & SPRINKLER INSPECTION & MAINTENANCE						
<p style="text-align: center;">REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH SPRINKLER AND SANDPIPE INSPECTION AND MAINTENANCE PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/29/2010 AT THE CLOSE OF BUSINESS. ANY QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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. 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).



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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, 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> <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>						

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 804-558-2596

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p>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 REFUSA</p>						

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<p>SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ NO.: GSD106434</p>						

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BID OPENING DATE:			07/07/2010			
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 GSD106434 ***** TOTAL:						

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RFQ#GSD106434**SPRINKLER SYSTEMS INSPECTION and REPAIR SERVICES
DEPARTMENT OF ADMINISTRATION OWNED OR CONTROLLED
FACILITIES**

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 Department of Administration, General Services Division, is seeking a contract with a qualified vendor to provide sprinkler maintenance, repairs and inspection services in accordance with the specifications set forth in the following sections on a variety of wet, dry, or chemical fire suppression equipment housed in numerous Department of Administration owned or controlled facilities located throughout West Virginia.

I. SCOPE

The objective of this Request for Quotation ("RFQ") is to obtain necessary inspection, repair, and testing of various sprinkler components on both a scheduled and emergency basis, in order to keep equipment operating in accordance with NFPA (National Fire Protection Association) regulations Part 14 and Part 25 or otherwise which may be applicable in addition to manufacturer's specifications. It is the intent of the General Services Division ("GSD") to have these services provided on an "as needed" basis, meaning that GSD will contact the successful bidder prior to having any service or repair work performed. The GSD will issue individually numbered release orders for each service to be performed by the Contractor. No work shall be performed without a release order. GSD will implement and coordinate an appropriate internal schedule for services and will contact the successful vendor to perform requested service or repair tasks as needed. GSD will monitor such work as necessary at GSD's sole discretion.

This service support contract will not be used for the construction of new facilities but for the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

Examples of work may include, but may not be limited to, the following:

1. The annual and periodic inspection of systems to insure proper operation and code compliance with NFPA guidelines. Inspection services will be billed at the contract standard rate and completed within 30 days of request. Report may be submitted by electronic or paper format to Owner's representative.
2. Perform a variety of field trouble shooting and evaluations with diagnostic devices to return equipment rapidly to service.
3. Repair or replace broken components of a variety of types of fire suppression systems including sprinkler heads, protective covers, valves, back flow preventers, signage, pumps, piping, or other parts or components of the system to return function to the building's protection system.
4. Periodic redirection of coverage area due to minor area changes.

A listing of the facilities for which service may be requested is as follows, GSD reserves the right to add or delete facilities which may be added or deleted from GSD jurisdiction as required under the same terms and conditions as noted herein:

Building	Description	Location
B01	Bldg. 01 Main Capitol	Capitol Complex
B03	Bldg. 03 Motor Vehicles	Capitol Complex
B04	Bldg. 04 112 California Avenue	Capitol Complex
B05	Bldg. 05 Dept of Highways	Capitol Complex
B06	Bldg. 06 California Avenue	Capitol Complex
B07	Bldg. 07 Conference Center	Capitol Complex
B08	Bldg. 08 - Governor's Mansion	Capitol Complex
B09	Bldg. 09 Cultural Center	Capitol Complex
B10	Bldg. 10 Holly Grove	Capitol Complex
B11	Bldg. 11 Central Chiller Plant	Capitol Complex
B13	Bldg. 13 Parking Garage	Capitol Complex
B14	Bldg. 14 2006 Quarrier Street	Capitol Complex
B15	Bldg. 15 Purchasing	Capitol Complex
B16	Bldg. 16 Capitol Daycare	Capitol Complex
B17	Bldg. 17 Finance	Capitol Complex
B18	Bldg. 18 103 Michigan Avenue	Capitol Complex
B20	Bldg. 20 Records Management	Capitol Complex
B22	Bldg. 22 WV Tax And Revenue Center	Capitol Complex
B23	Bldg. 23 State Office Complex	Beckley

B25	Bldg. 25 State Office Complex	Parkersburg
B27	Bldg. 27 Surplus Property	Dunbar
B29	Bldg. 29 Yeager Airport Hangar	Capitol Complex
B32	Bldg. 32 Huntington Workforce WV	Yeager Aprt. Exec.
B33	Bldg. 33 Central Mail And Craft Shop	Capitol Complex
B34	Bldg. 34 Weirton	Weirton, WV
B86	Summers Bldg, Smith Street	Charleston
B36	DHHR/One Davis Square	Capitol & Summers St.
B37	Bldg. 37 Dept of EPA-Kanawha City	Kanawha City
B38	Bldg. 38 Dept of Public Safety	So. Charleston
B74	Bldg. 74 Plaza IV	So. Charleston
B84	Bldg. 84 1409 Greenbrier Street Charleston	Charleston
B97	Bldg 97 203rd Ave Williamson	Williamson, WV

II. DEFINITIONS

- A. The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305, shall hereinafter be called the "Owner."
- B. The successful bidder or vendor referenced herein shall hereinafter be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the Owner and the Contractor to provide the services as herein specified.
- D. "Preventive Maintenance," as herein stated, shall mean scheduled inspections and the replacement of parts, components, and material on sprinkler equipment on a pre-planned schedule prior to the failure or wear-out period of the part, component, or material. The planned inspections and replacement of parts, components, and materials shall be in accordance with the equipment manufacturer's specifications and recommendations. No preventive maintenance is to be performed without authorization by the Owner.
- E. "Corrective Maintenance," as herein stated, shall mean maintenance performed on an as-needed basis to correct a malfunction or failure in a control system. No corrective maintenance is to be performed without authorization by the Owner.
- F. "Competent Mechanic," as herein stated, shall mean a mechanic who meets the minimum qualifications to perform such work as outlined in Section III A General Conditions, Items 1 – 5.
- G. "Owner's Representative," as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

III. GENERAL CONDITIONS

A. CONTRACTOR QUALIFICATIONS

The qualified Contractor shall perform preventative maintenance, repairs, and annual inspections as needed by the Owner. The Contractor shall provide minimum verification of qualification to perform internal inspections and necessary repairs to fire suppression systems, as follows:

1. The Contractor must be factory authorized and factory trained on the installation of Fire Protection Systems. Documentation of factory authorization or certification of factory training may be included with the bid, or may be required prior to award of contract to verify qualifications, but must be provided to the Owner prior to beginning any work covered by this Contract.

2. The Contractor must be certified/licensed by the State Fire Marshal's Office to perform said inspections and repair work. Copy of the Contractor's certificate/license as issued by the State Fire Marshall's Office to perform said inspections or repair work may be included with the bid, or may be required prior to award of contract to verify qualifications, but must be provided to the Owner prior to beginning any work covered by this Contract.

3. The Contractor must provide the Owner with a list of technician name(s), including copies of service training certificates and licenses, prior to beginning any work covered by this Contract.

4. Contractor's employees shall have valid West Virginia certification/licensing for all trades required for execution of this Contract including, but not limited to:

- a. Electricians
- b. Plumbers/Pipefitters

Copies of West Virginia license(s) for all trades shall be included with the list of technician name(s), as indicated in Section III A 3

5. The Contractor shall have at least 10 years of documented experience with the maintenance and repair of the type of Fire Systems serving GSD's respective facilities. Documentation of meeting the experience requirement may be included with the bid or may be required prior to award of contract to verify qualifications.

B. SERVICE HOURS

The Contract shall be based on an "as needed" hourly fee during the normal business hours of 7:00am through 5:00pm, Monday through Friday (See Award

Criteria and Bid Form, "Regular Labor Rate," below). Additional hours may be necessary outside of these regular labor hours on an emergency basis during weekdays, weekends, and holidays. For non-holiday weekday hours outside of 5:00pm through 7:00am, the weekday overtime labor rate shall apply. During weekends (from 5:00pm Friday through 7:00am Monday) and on holidays, the weekend/holiday overtime labor rate shall apply. Response time shall be guaranteed within 24 hours of notification. Emergency after-hours service shall be within 4 hours of notification.

C. CODES AND STANDARDS

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

1. National Electric Code (NEC)
2. International Building Code (IBC)
3. International Mechanical Code (IMC)
4. Underwriters Laboratories (Products shall be UL-916-PAZX listed)
5. ANSI/ASHRAE Standard 135-2004 (BACnet)
6. ANSI/EIA/CEA-709 1 (LonTalk)
7. NFPA (National Fire Protection Association)

D. INVOICING

Two copies (one original and one copy) of invoices shall be submitted for payment monthly in arrears. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include Contractor's FEIN number, Contractor's complete address, Owner work order number (provided on each Owner release order to Contractor), and purchase order number of the contract.

Invoice(s) must also include the following:

1. Copies of all service orders or inspection reports signed by Owner's Representative;
2. Price list or invoice copy for each part, component, or material provided; and

3 Invoices shall be mailed to the following address:

Department of Administration
General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, West Virginia 25305

E. JOBSITE ACCESS

Owner will permit access to the facilities and will allow Contractor to utilize shop facilities. Access keys will be provided and inventoried by Owner and signed for by Contractor.

F. OWNER/CONTRACTOR RELATIONSHIP

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

G. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or

by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws including, but not limited to, labor and wage laws.

H. GOVNERNING LAW

This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations

I. PREVAILING WAGES

Although Owner makes no legal determination that prevailing wages apply to this Contract, Contractor and any subcontractors 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 the county where the work takes place pursuant to West Virginia Code § 21-5A-1, *et seq.*

J. PERMITS AND LICENSES

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

K. TAXES

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

L. CONTRACTOR'S RESPONSIBILITIES

Contractor will be responsible for parts, components, and materials, as follows:

1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
2. The Contractor shall be required to ask the Owner's Representative(s) for replacement parts, components, or materials prior to its purchase or requisition per the terms as set forth in Paragraph 3 below.

- 3 The Contractor shall furnish replacement parts, components, and materials (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 _____ %.
 - 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, whichever is less.
 - 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. No additional charges shall be allowed for parking expenses incurred while working in the Owner's facilities.**
 - e. Contractor will furnish warranty of ninety (90) days for labor, and ninety (90) days on parts, components, and materials (or manufacturer's standard minimum warranty, whichever is greater). Written documentation of manufacturer's warranty shall be provided to the Owner within ten (10) working days following the completion of any service under the Contract, if applicable to parts used during such service.
4. Non-reusable parts, components, and materials used in the scope of preventive maintenance shall be supplied by the Contractor at no cost to the Owner. Such items may include grease, cleaning supplies, rags, etc. No additional costs for providing parts or tools shall be allowed (eg, no "truck charges," no minimum charges for a service call, no "shop supplies" charges, etc).
5. The replacement or repair of any equipment, assemblies, sub-assemblies, etc, with a direct invoice cost in excess of \$250.00, must be approved by the Owner in advance of their purchase or requisition by the Contractor.

M. SUBCONTRACTING

The repair of certain equipment covered under this Contract may be beyond the normal capacity of the Contractor, and therefore would need to be subcontracted to a third party. A determination will be made by the Owner at the time of each

of these instances as to whether the labor content of the subcontracted repair is covered under this Contract or is to be charged to the Owner as a charge outside the Contract. No markup is to be added to the subcontracted labor. The Owner reserves the right to arrange for the subcontracted repair of any qualifying equipment; however, the Contractor would be responsible for the labor to remove and re-install the failed equipment.

N. INSURANCE

Contractor will provide for all insurance necessary to render Owner free and harmless from all claims arising from services performed under this contract. Contract insurance, liability, and compensation insurance shall be sufficient to cover the Contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of the Contractor's certificate of insurance is required prior to issuance of a purchase order for this Contract.

IV. AWARD CRITERIA

The State of West Virginia shall award this Contract to the qualified bidder with the lowest Total Bid Cost. Total Bid Cost shall be tabulated using the formula, below. 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 markup or discount the price of parts required by this contract.

The following sample bid tabulation formula is provided for reference:

Regular labor rate \$80.00 x 1,000 hours =	<u>\$ 80,000.00</u>
Weekday Overtime labor rate \$105.00 x 200 hours =	<u>\$ 21,000.00</u>
Weekend/Holiday Overtime labor rate \$145.00 x 50 hours =	<u>\$ 3,500.00</u>
Vendor manufactured parts of \$80,000.00 x M 0.9 =	<u>\$ 72,000.00</u>
Non-vendor manufactured parts at \$2000.00 x M 1.5 =	<u>\$ 3,000.00</u>
Total Bid Cost= EXAMPLE	<u>\$ 179,500.00</u>

The multiplier (M) is derived by taking the parts percentage discount or markup listed in Sections III.L.3 a and III.L.3 b and converting it to a multiplier factor. For example, a 50% markup would equal a multiplier of 1.50. Conversely, a 10% discount from manufacturer's list price would equal a multiplier of 0.9.

The hours provided and the aggregate expenditures on both types of supplied parts used in this formula are estimates, used only as a basis for award of the Contract. **Actual amounts required during the life of the Contract may differ.**

V. BID FORM

_____ (company name)

Regular labor rate \$ _____ x 1,000 hours = \$ _____ (A)

Weekday Overtime labor rate \$ _____ x 200 hours = \$ _____ (B)

Weekend/Holiday Overtime labor rate \$ _____ x 50 hours = \$ _____ (C)

Vendor manufactured parts of \$80,000.00 x M _____ = \$ _____ (D)

Non-vendor manufactured parts at \$2,000.00 x M _____ = \$ _____ (E)

Total Bid Cost (A + B + C + D + E) = \$ _____

(Authorized representative printed)

(Title)

(Authorized signature)

(Date)

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

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__

My Commission expires _____, 20__

AFFIX SEAL HERE

NOTARY PUBLIC _____