



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  
**GSD116437**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/08/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		990-05		
<p>FIRE ALARM MONITORING SERVICES</p> <p>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 FIRE ALARM MONITORING SERVICES FOR VARIOUS DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS AS DEFINED IN 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 02/24/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL 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>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</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](http://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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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED 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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<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 \$250,000.00.</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 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>						

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RFQ COPY  
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DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/08/2011				

BID OPENING DATE: **03/10/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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.: GSD116437</p> <p>BID OPENING DATE: 03/10/2011</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> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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**REQUEST FOR QUOTATIONS #GSD116437  
FIRE ALARM MONITORING SERVICES  
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES  
GENERAL SERVICES DIVISION  
1900 Kanawha Boulevard, East  
Charleston, WV**

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

This Request for Quotation also includes the following documents:

1. Attachment A: GSD116437 Bid Form
2. Attachment B: Building List

Bidders can arrange site visits prior to the bid opening date by contacting Dave Parsons, Operations & Maintenance Manager, General Services Division, at (304)558-0689 or email [David.K.Parsons@wv.gov](mailto:David.K.Parsons@wv.gov). ***Questions arising from site visits must be submitted in accordance with the provisions for technical questions contained in this document. Verbal representations of any type are not binding until such time as issued by formal written addendum to this solicitation issued by the Purchasing Division.***

**SECTION 1: DEFINITIONS**

- A. The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305, shall be referred to as "the Agency."
- B. The successful bidder or vendor shall be called the "Contractor."
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.

- E. Days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, and Christmas Day).

## **SECTION 2: SCOPE OF WORK**

The successful Contractor shall provide services to monitor fire panels at each building location, notify designated persons on call list per location and provide materials and labor to connect panels for service (enable protocols).

The Contractor shall provide monthly fire alarm monitoring services as set forth and in accordance with all applicable federal, state, and local regulations in buildings owned and operated by the West Virginia Department of Administration.

The Agency has fire alarm panels of differing manufacturers and differing ages. Each of these panels will have different requirements to enable it to communicate with the Contractor's monitoring systems. Some facilities will require modest equipment modification or addition of equipment to enable communications between the fire panel and the monitoring center. A provision for such work is included on a time and materials basis.

The contract awarded as a result of this request will be for the labor and materials necessary to enable communication between existing Agency-owned fire panels and the successful Contractor's monitoring system, plus the monthly fees for said monitoring once it is enabled.

### **2.1 System Enabling:**

Successful Contractor will be given thirty (30) calendar days from the award of contract to enable fire panels and begin providing services as specified above in each building location.

The Contractor shall provide materials and labor to connect panels to monitoring station for service. The Agency will issue release orders by building. Upon issuance of a release order, the successful Contractor shall evaluate existing fire alarm panels and determine if enabling is possible. The successful Contractor shall provide the labor and materials, at rates listed herein, necessary to enable communication to their monitoring system.

If enabling of the panel is not possible the successful Contractor shall notify the Agency in writing and no monitoring services will apply for that building until such time that the



Agency provides for a new or repaired fire panel system (this fire panel system repair or replacement is not covered under this contract). Once the work outside the scope of this contract has been completed, the Agency will issue a new release order to the Contractor to begin the enabling process again.

Any and all equipment installed to a State of West Virginia facility will become the property of the State of West Virginia upon payment of invoice for said equipment.

## **2.2 Monitoring Services**

The Contractor shall provide monitoring services at a fixed fee per month for designated locations which have become enabled for services. Contractor shall provide services on a pro-rated basis once enabling has been confirmed in writing to the Agency.

A call list will be provided to the Contractor by the Agency following the award of a contract and will include the local "911" emergency system for the area, a representative of the Agency, and a representative of the Tenant Agency or Agencies.

The Contractor shall verify designated call list per location with the Operations and Maintenance Manager prior to commencement of monitoring services.

## **2.3 Costs**

**Monitoring Services:** The Contractor shall provide a flat monthly rate for monitoring services for each building to be included under this Contract.

**All travel costs must be incorporated into the monthly cost bid.**

**Enabling Services:** The Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

## **2.4 Facility Access:**

Work will be performed during normal business hours, 8:00am to 5:00 pm. Monday through Friday excluding State recognized holidays. Contractor will be afforded access as required to complete work on schedule.

## **2.5 Facilities**

**The Agency maintains buildings throughout the State, with the majority located in the Charleston metro area. A listing of facilities for which service may be requested is located in Attachment B. The Agency reserves the right to not request service in**

**any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.**

### **SECTION 3: GENERAL TERMS AND CONDITIONS**

Scheduled work may not begin until successful Contractor has received a signed purchase order and written notice from the Agency.

Any areas identified requiring asbestos abatement will be completed by the Agency under a separate abatement/ re-insulation contract.

Successful Contractor must be registered or be willing to become registered with The WV State Purchasing Division. This may require payment of an annual fee of \$125.00. For information on vendor registration contact WV Vendor Registration at (304) 558-2311.

Successful bidder must possess a valid State of West Virginia Contractor's License or waiver from the West Virginia Division of Labor.

### **SECTION 4: RELEASE ORDERS AND INVOICING**

#### **4.1 Release Orders**

Prior to beginning any work the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. Issuance of the release order to the Contractor shall be considered authorization to perform said service. No work other than that specified on the individual release order shall be undertaken by the Contractor.

The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

#### **4.2 Invoices**

Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).

2. FEIN number, complete address of Contractor, Agency release order number, and master contract number.
3. Copies of all invoices from suppliers with calculated mark-up on the invoice. Tax and shipping are excluded.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

Should the Contractor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

#### **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-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 sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes 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 the Agency and shall provide the State of West Virginia and the Agency 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, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the

Agency.

5.2: Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, 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.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and safety 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:

5.5: 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.

5.6: 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, or 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.

#### **SECTION 6: AWARD CRITERIA**

The State of West Virginia shall award this Contract to the lowest qualified bidder according to the following award criteria.

**The following formula shall be used to award the Contract:**

$$\mathbf{A + B + C = D \text{ (Your Bid, Annual Cost of Services)}}$$

The following is a **sample** bid tabulation for reference only:

Bldg 4, 112 California Avenue, Charleston WV	\$ <u>20.00</u>	per month
Bldg 5, Capitol Campus, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 6, Capitol Campus, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 11, Central Plant, 218 California Av, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 15, 2019 Washington St E, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 16, 2100 Washington St E, Charleston WV	\$ <u>20.00</u>	per month
Bldg 17, 2101 Washington St E, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 20, Records Mgt, 617 Broad St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 22, Tax & Revenue, 1001 Lee St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 23, Office Center, 407 Neville St, Beckley WV	\$ <u>20.00</u>	per month
Bldg 25, DHHR, 5 <sup>th</sup> & Avery Sts, Parkersburg WV	\$ <u>20.00</u>	per month
Bldg 27, Surplus Property, 2700 Charles Ave, Dunbar, WV	\$ <u>20.00</u>	per month
Bldg 29, Airport Hangar, Yeager Airport, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 32, DHHR 2699 Park Av, Huntington, WV	\$ <u>20.00</u>	per month
Bldg 34, DHHR, 100 Municipal Plaza, Weirton WV	\$ <u>20.00</u>	per month
Bldg 36, One Davis Square, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 37, DEP, 610 57 <sup>th</sup> St, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 74, 318 4 <sup>th</sup> Ave, South Charleston, WV	\$ <u>20.00</u>	per month
Bldg 84, 1409 Greenbrier Street, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 86, 1124 Smith Street, Charleston, WV	\$ <u>20.00</u>	per month
Bldg 97, DHHR, 203 E 3 <sup>rd</sup> Ave, Williamson, WV	\$ <u>20.00</u>	per month
Rehab Center, F Ray Power Building, Institute, WV	\$ <u>20.00</u>	per month

**A. Total Monthly Cost** \$ 440.00 per month

**B. Cost to provide Labor** per hour to enable systems for monitoring is \$ 50.00 hour.

**C. Markup of materials** to enable systems is 20 %.

Total Monthly Cost (A) x 12 (months) = \$ 5280.00

+

Hourly Labor Rate (B) x 100 (estimated for bid purposes only) = \$ 5000.00

+

Materials Markup (C) x \$10000.00 (estimated for bid purposes only) = \$12,000.00

**Total Contractor Bid** = \$ 22,280.00

**GSD116437 Attachment A, Bid Form**

Bldg 4, 112 California Avenue, Charleston WV	\$ _____ per month
Bldg 5, Capitol Campus, Charleston, WV	\$ _____ per month
Bldg 6, Capitol Campus, Charleston, WV	\$ _____ per month
Bldg 11, Central Plant, 218 California Av, Charleston, WV	\$ _____ per month
Bldg 15, 2019 Washington St E, Charleston, WV	\$ _____ per month
Bldg 16, 2100 Washington St E, Charleston WV	\$ _____ per month
Bldg 17, 2101 Washington St E, Charleston, WV	\$ _____ per month
Bldg 20, Records Mgt, 617 Broad St, Charleston, WV	\$ _____ per month
Bldg 22, Tax & Revenue, 1001 Lee St, Charleston, WV	\$ _____ per month
Bldg 23, Office Center, 407 Neville St, Beckley WV	\$ _____ per month
Bldg 25, DHHR, 5 <sup>th</sup> & Avery Sts, Parkersburg WV	\$ _____ per month
Bldg 27, Surplus Property, 2700 Charles Ave, Dunbar, WV	\$ _____ per month
Bldg 29, Airport Hangar, Yeager Airport, Charleston, WV	\$ _____ per month
Bldg 32, DHHR 2699 Park Av, Huntington, WV	\$ _____ per month
Bldg 34, DHHR, 100 Municipal Plaza, Weirton WV	\$ _____ per month
Bldg 36, One Davis Square, Charleston, WV	\$ _____ per month
Bldg 37, DEP, 610 57 <sup>th</sup> St, Charleston, WV	\$ _____ per month
Bldg 74, 318 4 <sup>th</sup> Ave, South Charleston, WV	\$ _____ per month
Bldg 84, 1409 Greenbrier Street, Charleston, WV	\$ _____ per month
Bldg 86, 1124 Smith Street, Charleston, WV	\$ _____ per month
Bldg 97, DHHR, 203 E 3 <sup>rd</sup> Ave, Williamson, WV	\$ _____ per month
Rehab Center, F Ray Power Building, Institute, WV	\$ _____ per month
<b>A. Total Monthly Cost</b>	<b>\$ _____ per month</b>
<b>B. Cost to provide Labor per hour to enable systems for monitoring is \$ _____ hour.</b>	

C. Markup of materials to enable systems is \_\_\_\_\_ %.

Total Monthly Cost (A) x 12 (months) = \$ \_\_\_\_\_

+

Hourly Labor Rate (B) x 100 (estimated for bid purposes only) \$ \_\_\_\_\_

+

Materials Markup (C) x \$10000.00 (estimated for bid purposes only) \$ \_\_\_\_\_

**Total Vendor Bid =** \$ \_\_\_\_\_

Vendors Name: \_\_\_\_\_

FEIN: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**GSD116437 ATTACHMENT B: BUILDING LIST**

**Buildings to be included in the Fire Alarm Monitoring Contract:**

**Buildings can be added to this list during the life of the contract only by mutual agreement of both the Agency and the Contractor, accomplished by formal change order.**

<b>Building</b>	<b>Description</b>	<b>Location</b>
B04	Bldg. 04 112 California Avenue	Capitol Complex
B05	Bldg. 05 Dept of Highways	Capitol Complex
B06	Bldg. 06 California Avenue	Capitol Complex
B11	Bldg. 11 Central Chiller Plant	Capitol Complex
B15	Bldg. 15 Purchasing	Capitol Complex
B16	Bldg. 16 Capitol Daycare	Capitol Complex
B17	Bldg. 17 Finance	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 Hanger	Charleston
B32	Bldg. 32 Huntington Workforce WV	Huntington
B34	Bldg. 34 Weirton	Weirton
B36	DHHR/One Davis Square, Capitol & Summers St.	Charleston
B37	Bldg. 37 Dept of EPA-Kanawha City	Kanawha City
B74	Bldg. 74 Plaza IV	So. Charleston
B84	Bldg. 84 1409 Greenbrier Street Charleston	Charleston
B86	Greenbrooke Building, Smith Street, Charleston, WV	Charleston
B97	Bldg 97 203 <sup>rd</sup> Ave Williamson	Williamson
Rehab FRP	F Ray Power Building, Rehab Center	Institute



**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

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

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  
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.**

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** \_\_\_\_\_