



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
COR61504

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

LAKIN CORRECTIONAL FACILITY

 11264 OHIO RIVER ROAD
 WEST COLUMBIA, WV
 25287 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/23/2011				

BID OPENING DATE: 10/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		680-97		
<p>***** PLEASE NOTE THERE IS A MANDATORY PRE-BID MEETING SCHEDULED FOR 09/15/2011 AT 10:30 AM AT THE LAKIN CORRECTIONAL CENTER LOCATED AT 11264 OHIO RIVER ROAD WEST COLUMBIA, WV 25287. PLEASE PRE-REGISTER PRIOR TO THE MANDATORY MEETING WITH NATHAN BALL AT 304-674-2440 OR BY EMAIL AT NATHAN.P.BALL@WV.GOV ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>ELECTRONIC LIGHTNING PROTECTION SYSTEM</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A LIGHTNING PROTECTION SYSTEM AT THE LAKIN CORRECTIONAL CENTER AS PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. 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>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 09/23/2011. 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:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 09/15/2011 AT 10:30 AM AT THE LAKIN CORRECTIONAL CENTER LOCATED AT 11264 OHIO RIVER ROAD WEST COLUMBIA, WV 25287. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>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.</p> <p>EXHIBIT 5</p> <p>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 DRUG-FREE WORKPLACE AFFIDAVIT</p>						

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<p>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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 MASON 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>						

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<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 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>						

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	REV. 3/88					
	EXHIBIT 9					
	NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA					
	THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:					
	(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.					
	(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.					
	(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.					
	REV. 11/96					

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED 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.						
				SIGNATURE	
				COMPANY	

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<p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <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 BE 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>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</p>						

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<p>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 EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</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:-----TL/32-----</p> <p>REQ. NO.:-----COR61504-----</p>						

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WEST COLUMBIA, WV
25287 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/23/2011				

BID OPENING DATE: **10/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:-----10/12/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ COR61504 ***** 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'

COR61504
LAKIN CORRECTIONAL CENTER

DESIGN AND INSTALL AN ELECTRONIC SECURITY SYSTEM (ESS) ACTIVE LIGHTNING PROTECTION SYSTEM AT LAKIN CORRECTIONAL CENTER, MASON COUNTY, WV

The Lakin Correctional Center (LCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation to design and install an Electronic Security System, Active Lightning Protection System. The DOC has identified an ESS active lightning protection system, model 2000 with RDU-3 programmable sensor, manufactured by ILD Technologies, LLC or Equal as the minimum requirements that will meet the DOC's needs.

A mandatory pre-bid conference is scheduled for September 15, 2011 at 10:30 AM at the Lakin Correctional Center located at 11264 Ohio River Road West Columbia, WV 25287. Venders interested in attending the pre-bid conference need to call and register with the following individual:

Name: Nathan Ball
Phone: 304-674-2440
Email: nathan.p.ball@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications:

SPECIFICATION SECTION 13100 – ELECTRONIC SECURITY SYSTEM (ESS) LIGHTNING PROTECTION SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

A. General:

1. The requirements of Section 13100 govern the work specified in this section.
2. The Contractor shall furnish materials, equipment, labor and services to the extent indicated on the drawings and specified herein for the installation of a complete Active Lightning Protection System.
3. All cables and related terminations, equipment, support and grounding hardware shall be furnished, installed, wired, tested, labeled, and documented by the Contractor as detailed in this document.
4. Contractor shall provide connecting cable(s) from the Lightning Protection System master controller located in the main electrical equipment room to disconnect panels distributed through the system and to the UPS or Standby Generator system.
5. Coordinate work with other trades.

1.2 SYSTEM FUNCTIONS AND CAPABILITIES SUMMARY

A. The Lightning Protection System shall provide:

1. Dedicated active and logically controlled lightning protection for the ESS system components and other critical electronic systems as determined in project basis of design.
2. Continuous monitoring of atmospheric activity including surface charge accumulation, coronal development, and lightning strike intensity/frequency.
3. Automatic isolation of facility ESS systems, including all power and utility feeds during the course of a direct or near lightning strike.
4. Active protection of head-end equipment from Ground Potential Rise and/or lightning induced surges developing on facility grounding systems.
5. Modular construction in order to accommodate ease of future building expansions or system revisions.

B. System shall have the capability of automatically switching building power from main electrical utility feed to building UPS upon detection of lightning activity above an adjustable threshold and to automatically reconnect utility power upon resumption of normal conditions.

C. When operating in protection mode as described in 'B' above, the system shall continuously monitor atmospheric conditions in order to detect developing lightning strikes within two miles of the protected facility. Upon detection of an impending strike, system shall automatically disconnect and ground all incoming cables from head-end equipment in the protected facility for a minimum of 400 milliseconds followed by automatic reconnect. Cables to be isolated include:

1. Telephone and Cable Television Incoming Feeds.
2. Fire Alarm Systems.
3. Network communications Cables.
4. Antenna Coaxial Cables.
5. Signal and power cables entering the protected facility from field devices or other exterior systems including CCTV cameras, gate controls, exterior intercoms, perimeter (fence) security systems, etc.

D. During a protection event, the system must provide automatic disconnect per 'C' above without perceptible loss of data or interruption of operational service.

E. System shall operate automatically without operator intervention, record all protection events, and be equipped with a means of providing remote signaling of current operating mode and unit or system faults.

- F. All active equipment shall be installed in the main building Electrical Equipment Room, with the exception of remote detection or antenna units on the exterior of the building.
- G. Interconnected cables shall be plenum rated unless otherwise noted on the Construction Documents.
- H. The Construction Drawings are diagrammatic only. They are intended to illustrate system function. Contractor shall accept responsibility for altering the design to adhere to site conditions and to achieve the protection level required in these specifications.

1.3 QUALITY ASSURANCE

- A. The Lightning Protection System provider shall be qualified to construct and stamp panel assemblies in compliance with UL-508A requirements. Actual design and certification requirements will be per the project basis of design.
- B. The Lightning Protection System provider shall provide at time of submittal a block isolation and switching table that incorporates all requirements for cable and equipment isolation.
- C. Other QA requirements as described in Section 13100.

1.4 SUBMITTALS

A. Pre-Construction Submittal

1. Submit complete shop and construction drawings in AutoCad format which reflect all details of panel assembly construction and installation including engineering data, device isolation schedules, catalog or vendor data, interconnection diagrams and block diagrams reflecting major system components and interconnections.
2. Operational features of the proposed system shall be addressed in a Theory of Operation narrative based on project specific requirements described in the plans and specifications.
3. The project superintendent or other qualified representative shall be available at the time of the submittal review to explain system operation, equipment selection and drawings and to conduct a system demonstration if requested.

B. Post-Construction Submittal

1. Provide three sets of the complete project drawings and data on the provided system including all revised (as-built) drawings in bound form.
2. Provide three Operations and Maintenance per Section 1.6 below.

B. Switching Units

1. The following products are approved for use with Master Controllers described in 2.2.A above:
 - a. Power Switching Units (120/240 VAC 1 Phase – 25 Ampere)
Model ACP-2, 6, 9, 12, or 18, or Equal
 - b. Control Line Switching (120/240 VAC 1 Phase – 10 Ampere)
Model CLS-3, 6, or 25, or Equal

PART 3 - EXECUTION

3.1 ESS LIGHTNING PROTECTION SYSTEM DESIGN

- A. The ESS Lightning Protection System provider shall meet all of the following qualifications without exception:
 1. Provider shall be an Original Equipment Manufacturer (OEM) authorized reseller fully certified in active lightning protection system design and maintenance.
 2. Provider must be able to show a verifiable ten (10) years of successful OEM application of active and logically controlled lightning protection products in similar facilities including a minimum of five (5) fully integrated detention facilities. Providers having experience only with passive protective systems and/or non-logically controlled active devices will not be approved.
 3. The Lightning Protection System provider must have five (5) or more years of continuous experience as a detention industry Electronic Security Systems Integrator with a minimum of ten (10) years of successfully completed projects that include facility utility control.
 4. All work performed by the provider must be accomplished under the direct supervision of a Senior Electrical Engineer with minimum qualification of a Bachelor of Science in Electrical Engineering from an accredited university and fifteen (15) years experience in facility control integration, power distribution, and grounding system design.
 5. Provider must be fully qualified and equipped to perform on-site assessment and analysis of facility grounding systems including the following:
 - a. Ground System Resistance Testing (3 or 4 Point Fall of Potential Test).
 - b. Bonding Integrity Testing.
 - c. High Frequency System Impedance Testing.
 - d. Time Domain Transient Response Analysis.
 - e. Ground Potential Rise Analysis.

3.2 ESS LIGHTNING PROTECTION SYSTEM INSTALLATION

A. SYSTEM INSTALLATION

1. Installed head-end equipment shall conform to the following:

a. Master Controller

- 1) Master controller shall be mounted in a neat and workman-like manner in an equipment room adjacent to the Main Control Center and mounted in a location that provides easy access for operational personnel to observe integral indicators and event counters and for performance of routine maintenance.
- 2) Unit will be equipped with a permanently engraved label marked "Lightning Protection System Master Controller" in letters 0.5" or larger per Section 3.4 this specification.
- 3) A dedicated power circuit, including over current protection shall be provided to the Master Controller.
- 4) Master Controller will be installed with a circuit served by a dedicated emergency power service (UPS or Standby Generator) load center for operation during main power failure or interruption. This circuit breaker shall be identified as "Lightning Protection System – Master Controller Only".
- 5) Master Controller will be equipped with an on-board battery backup to provide a minimum of 1 hour of continuous operation in the event of failure of the UPS or Standby Generator.

b. Other Head-end Equipment

- 1) All other Head-end equipment provided by the Contractor shall be mounted in a neat and workman-like manner on a non-conductive surface in Main or Area Equipment Rooms in a location that provides easy access for performance of routine maintenance.
- 2) Switching equipment will be provided in NEMA rated enclosures appropriate for the area classification in which they are installed.
- 3) AC Power (if required) for the head-end equipment shall be furnished from a 120 VAC, 20 amp circuit served by the UPS or Standby Generator system. This circuit shall not be used for any other electrical equipment within the building. The circuit breaker shall be identified as "Lightning Protection System Only".

- 4) All enclosures containing switching devices will be equipped with a permanently engraved label marked "Lightning Protection System" followed by a summary description of systems served by the equipment in letters 0.5" or larger. (Example: Lightning Protection System – Pod B Exterior Cameras).
- 5) All cabling for control or switched circuits will be run in rigid conduit to load centers, adjacent equipment, or cable tray/plenums.
2. General Connectors: All electrical connectors will be lug type with spade terminals rated for appropriate voltage and ampacity.
3. Telecommunications Connectors: All connectors will be cable system approved and provide 100% shielding where required. All telecommunications connectors shall be "F" type for Series 6 and 11 installation. P3 500 cable, where required shall be Pin style connectors and splices. Series 11 (RG-11 type) "F" shall be of a type that adapts the center conductor to a standard size pin in the female "F" connector. All connectors shall be of the same manufacturer.
4. Coax Cables Connectors: Connectors shall be appropriate for applications with Series 6 (RG-6 type) coaxial cable and plenum rated Series 11 (RG-11 type) coaxial cable, P3 500 Cable. All connectors shall conform to the standards requirements of the Society of Cable Telecommunications Engineers specifications for Flexible RF Drop Cable Assemblies. Quad shielded Series 11 coaxial cable connectors may be necessary in some applications to obtain desired signal levels. All coaxial cable assemblies shall be 75 +/- 3 ohm and factory tested for Structural Return Loss to 1000 MHz.

B. CABLE - GENERAL INSTALLATION

1. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices. It shall be installed in a neat and professional manner, ensuring adherence to manufacturer's specifications for bending radius, maximum tensile load, and cable termination specifications.
2. A pull cord (nylon; 1/8 inch minimum) shall be co-installed with all cable installed in any conduit.
3. Cable raceways shall not be filled greater than the latest revision of the National Electric Code with a maximum fill for the particular raceway type or 40%.
4. Cables shall be installed in continuous lengths from origin to destination (no splices) except where noted on Construction Documents.
5. Ceiling cable support throughout most of the facility will be accomplished by utilizing open areas above ceilings and cable trays when available. If cable trays or sleeves are available, contractor shall use the cable trays and sleeves as their pathway. In areas where support structure is not available, cables will be supported with a supplied and installed ceiling support metallic J-brackets at regular 4-5 foot intervals. Cables may only be supported by building structure

when the cable spans do not exceed 5 foot intervals. Cables MAY NOT be supported on top of walls or I-beams or in areas where the cable is susceptible to damage. Cables shall not be attached to ceiling grid or lighting fixture wires. At no point shall cable(s) rest on acoustic ceiling grids or panels. When utilizing J-hooks, the Contractor shall neatly groom the cables with plenum-rated tie wraps with spans between supports. These supports shall be acceptable for plenum environments. No cables shall run exposed. In areas of no accessible ceiling and where a pathway is not being provided by others, Contractor shall provide the pathway. The pathway shall be EMT conduit in common areas, or wire mold metallic raceway in classroom/office areas.

6. All equipment and materials installed in plenum environment shall be UL rated acceptable for plenum environments.
7. Cables shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.
8. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the contractor prior to final acceptance at no cost to the Owner.

3.3 GROUNDING AND BONDING

- A. Grounding shall conform to IEEE Std 1100, IEEE Recommended Practice for Powering and Grounding Sensitive Electronic Equipment requirements for ESS grounding, National Electrical Code and manufacturer's grounding requirements as minimum.
- B. Bond and ground equipment racks, housings, messenger cables, ladder racks, metallic raceways, and armored fiber with a #6 AWG stranded green conductor. #12 AWG stranded green conductor shall be used to bond surface mounted metallic raceways. However, in plenum areas, the grounding conductor shall be a bare, solid conductor for all grounding applications. Coordinate with electrical contractor. Electrical contractor to bond or ground all pathways provided by electrical contractor.
- C. MGB (Main Grounding Bus bar) shall be provided by the electrical contractor unless otherwise noted and used as the Single Point Grounding Reference for the Lightning Protection System. Electrical Contractor shall bond the MGB to the electrical service equipment ground and to building steel with a #6 AWG green conductor unless otherwise noted on the Electrical Construction Documents.
- D. All metallic raceways for telecommunications cabling located within the same room or space as the MGB shall be bonded to the MGB.
- E. Cabinets, racks, and frames installed by the Lightning Protection System provider shall be bonded to the MGB.

3.4 IDENTIFICATION AND LABELING

- A. All devices and cables provided by the Lightning Protection System provider including grounding and bonding conductors shall be labeled by a numbering scheme, which will be coordinated and documented in the final O&M submittal.
- B. Labels shall be white lettering on a black background for cabinets, racks and enclosures and black lettering on white background for cables. All labels shall be machine printed or engraved with a font size of at least 1/4 inch high unless otherwise required in this specification. Labels for cables inside receptacle box and other conduit fittings shall have a font size of at least 1/8 inch high.

3.5 ACCEPTANCE TESTING

- A. All equipment, devices, and cables furnished by the Lightning Protection Systems provider shall be 100% tested for performance under installed conditions prior to shipment to facility. Owner shall reserve the right to witness testing with 14 day notification and to reject defective equipment if not repairable to as-new condition.
- B. The provider of the Lightning Protection System will be required to conduct a successful Site Acceptance Test (SAT) in conjunction with UPS testing performed by the ESS contractor prior to receiving Substantial Completion Certification. This test will demonstrate all required functionality of this specification and will include the following:
 - 1. UPS Power or Standby Generator switchover of all connected devices upon simulation of storm threshold triggering.
 - 2. Individual output channel interruption (400 msec) upon simulation of a local lightning strike event.
 - 3. Verification of automatic main power re-connection sequencing and timing.
 - 4. Verification of continuation of service for all interrupted devices.
 - 5. Verification of remote signaling of mode/fault status alarms.
- C. Within 10 days of Acceptance Testing, the Lightning Protection System provider shall furnish the following items to the owner:
 - 1. Operating instructions for all furnished equipment.
 - 2. Interconnection diagrams of the furnished system.
 - 3. Two as-built block diagrams of the complete Lightning Protection System showing location and descriptions of all cabinets, racks and enclosures, schematic routing/number of each main system cable, load center termination and circuit breakers, and listing of protected devices in AutoCAD format on CD.

4. Copies of the signed Acceptance Test Report.

END OF SECTION 13100

AWARD:

This contract will be awarded to the vendor with the most complete bid with the lowest grand total amount meeting all of the specifications.

RFQ # COR61504

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO DESIGN AND INSTALL AN ELECTRONIC SECURITY SYSTEM (ESS) ACTIVE LIGHTNING PROTECTION SYSTEM AT LAKIN CORRECTIONAL CENTER

MASON COUNTY

BID FORM

Bidder's Company Name:

Bidder's Address:

Remittance Address (If different):

Phone Number: _____

Fax Number: _____

Email Address: _____

WV Contractor's License Number: _____

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID: _____

(\$ _____) (Total to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form will result in automatic disqualification.

RESPECTFULLY SUBMITTED:

DATE: _____

WV VENDOR NO.: _____

CONTRACTOR LICENSE NO.: _____

BY: _____

(SIGNATURE, IN INK)

TITLE: _____

FIRM NAME: _____ (CORPORATE SEAL
IF APPLICABLE)

ADDRESS: _____

END OF BID FORM



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. COR61504

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 exceeds 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 _____

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

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

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)

(Name of Principal)
By _____ (S)
(Must be President or Vice President)

(T)
Title

Surety Corporate Seal

(U)

(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.

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.**