

VENDOR

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

## Request for Quotation

RFQ NUMBER GSD126453

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION VARIOUS LOCALES AS INDICATED BY ORDER Ğ

DATE PRINTED		ERMS OF SALI	Ĕ	SHIP	/IA	F.O.B.	FREIGHT TERMS
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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.
- 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.html 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).

#### PRE-BID CONFERENCE

### SIGN IN SHEET

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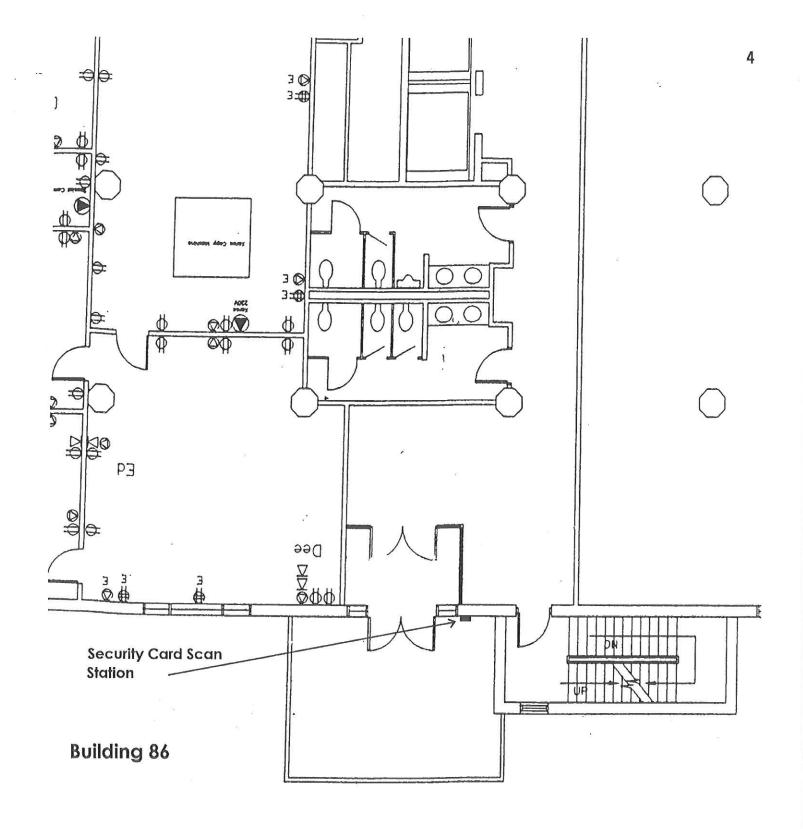
4/25/2012

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

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Firm Name:	PROGRESSIVE ELEGRIC		Firm Name:		
Firm Address:	PO BOX 3695		Firm Address:		
	CHARLESTON, W25336				
Represenative Attending:	DUANT SHUROW		Represenative Attending:		
Phone Number:	(304) 345-1253		Phone Number:		
Fax Number:	(304) 345-1256		Fax Number:		
Email Address:	DSHURON CHEWIREV. COM		Email Address:		
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Firm Name:	Casto Technical Services		Firm Name:		
Firm Address:	540 Leon Sullivan Way		Firm Address:		
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Represenative Attending:	Grant White		Represenative Attending:		
Phone Number:	304-346-0549		Phone Number:		
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Email Address:	GWHITE @ castotech.com		Email Address:		
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Firm Name:	Plateau Electric		Firm Name:		
Firm Address:	P.D. Box 39		Firm Address:		
	Scarbra WV 25917				
Represenative Attending:	Rodovey Tookey		Represenative Attending:		
Phone Number:	304-4105-0947		Phone Number:		
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#### **GSD126453 Technical Questions and Answers**

- Q1) Please verify that surface raceway will not be permitted for the installation of the Video Call Station and Card Readers.
- A1) No surface mount conduit, raceway or channel will is allowable. Contractor shall fish the wall for the installation of cable.
- Q2) The Video Monitoring Stations are located at Reception Desks in the middle of the floor. How is the cable to be run from the nearest wall to the station without being a tripping hazard? (Existing wires and cables are installed in rubber wire guards on the floor)
- A2) In this application wires shall be inserted into existing rubber guard or a new guard if the wires will not fit properly. All wires must be in 1 guard.
- Q3) Building 86 Card Reader is shown on the left side of the double glass doors, which is a glass pane. There is room on the right side of the door however, an access hole would likely have to be cut in the interior finished wall to install the reader. How do we finish the access hole?
- A3) Card reader at Building 86 (Summer's Building) shall be installed on the right side of the entry doors, not the left. See amended Attachment B. Contractor shall refinish to match existing material or contractor can install lockable access panel. Finishing means and methods are subject to final approval by the Agency Project manager.
- Q4) The Building 86 Basement Server room Data Rack, appears to full. Do we still run the data line to this location? Will the State's IT Department take care of providing a termination point?
- A4) For bidding purposes, assume farthest point (275 feet) is the data rack location because the rack location may be subject to change as OOT is currently in reconfiguration project. Cable installation must comply with ALL code requirements including OOT standards. Contractor will be given specific termination point at onset of project.



GSD126453 Attachment B Amended 04/30/2012