



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 — Construction

Proc Folder: 238841

Doc Description: Addendum 1-Building 3 Audiovisual System Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-13	2017-03-21 13:30:00	CRFQ 0211 GSD1700000015	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Electronic Specialty Company
 1325 Dunbar Avenue
 Dunbar, WV 25064
 Telephone: (304) 766-6277

03/21/17 10:36:49
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE 3-20-17

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division, to establish a contract to provide the Audiovisual System for the renovation of the West Virginia State Capitol Building Three on the State Capitol Complex in Charleston, West Virginia per the bid requirements, specifications, terms, and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 3 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building 3 AV System Project				\$ 69,876.00

Comm Code	Manufacturer	Specification	Model #
86141702			

Extended Description :

Base Bid, per attached Project Manual, including Pricing Page, and Drawings

SOLICITATION NUMBER: CRFQ 0211 GSD1700000015
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to correct the wvOasis Commodity Line Description; original CRFQ had a Commodity Line Description of "Building 3 Access Control and Security"; this is corrected to read "Building 3 Audiovisual System Project".
2. Attach the Mandatory Pre-Bid Meeting Sign-in Sheet

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

CLER 024 65017915

Date:

3/2/2017

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.

Firm Name:	ELECTRONIC SPECIALTY COMPANY
Firm Address:	1325 DUNBAR AVE DUNBAR WV 25064
Representative Attending:	SHANE HIGGINS
Phone Number:	304 766 6277
Fax Number:	304 766 6270
Email Address:	SHANE@ELECTRONICSPECIALTY.COM

Firm Name:	Lee Hartman & Sons
Firm Address:	3 Davis Court Martinsburg, WV 25726
Representative Attending:	Larry Cox
Phone Number:	304-397-4100
Fax Number:	304-397-4101
Email Address:	lcox@leehartman.com

Firm Name:	Electronic Specialty Company
Firm Address:	1325 Dunbar Ave. Dunbar WV 25064
Representative Attending:	Tom Fitzwater
Phone Number:	304 766 6277
Fax Number:	304 766 6270
Email Address:	tomfitz@electronicsspecialty.com

Firm Name:	Newtech System LLC.
Firm Address:	420 16th St. Dunbar WVa 25064
Representative Attending:	Jeremy Hatfield
Phone Number:	304-766-0000
Fax Number:	304-766-0000
Email Address:	jhatfield@newtech-sys.com

Firm Name:	PROGRESSIVE ELECTRIC INC.
Firm Address:	4961 WASHINGTON ST. W. CHARLESTON, WV 26313
Representative Attending:	BRIAN A. THOMAS
Phone Number:	304-345-1253
Fax Number:	304-345-1256
Email Address:	bthomas@newtech.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



Jeremy Hatfield
General Manager

Healthcare Communications
Educational & Multimedia
Surveillance & Security
Professional Audio
Fire Alarm

420 16th St.
Dunbar, WV 25064
Phone: 304-766-0000
Cell: 304-417-3735
jhatfield@newtech-sys.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD1700000015

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

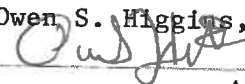
- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Electronic Specialty Company

Company

Owen S. Higgins, II, Vice President



Authorized Signature

3/20/17

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 238841

Doc Description: Building 3 Audiovisual System Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-17	2017-03-15 13:30:00	CRFQ 0211 GSD1700000015	1

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 Telephone: (304) 766-6277

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE 3-20-17

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ADDITIONAL INFORMATION:

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DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 3 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
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Extended Description :

Base Bid, per attached Project Manual, including Pricing Page, and Drawings

GSD1700000015	Document Phase Final	Document Description Building 3 Audiovisual System Project	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

WV State Capitol Building, General Services Division
 1900 Kanawha Boulevard East, Room MB60, Charleston, WV 25305
 Thursday, March 2, 2017 at 1:00pm
 Meet in hallway outside MB60; visitors should enter Capitol at East Wing security checkpoint. All attendees wishing to participate in the jobsite walkthrough are required to bring appropriate personal protective equipment for entering an active construction jobsite (hard hat, safety shoes, etc)

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Monday, March 6, 2017 by 5:00pm EST

Submit Questions to: Jessica S. Chambers, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: jessica.s.chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Building 3 Audiovisual System Project
BUYER: Jessica S. Chambers, Senior Buyer
SOLICITATION NO.: CRFQ 0211 GSD1700000015
BID OPENING DATE: Wednesday, March 15, 2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Wednesday, March 15, 2017 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within Seventy-Five (75) days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00 Each Occurrence

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Insurance pursuant to the requirements as outline in §11.1.2.1 of the AIA A201-2007 Supplementary Conditions (Builder's Risk is not applicable)

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$1000.00 per calendar day

for failure to achieve final completion by the date prescribed in the Notice to Proceed.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension; or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and 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.

37. INDEMNIFICATION: The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Electronic Specialty Company
 Contractor's License No.: WV- 010229

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV010229

Classification:

ELECTRICAL
SPECIALTY

ELECTRONIC SPECIALTY COMPANY
DBA ELECTRONIC SPECIALTY COMPANY
PO BOX 400
DUNBAR, WV 25064-0400

Date Issued

SEPTEMBER 26, 2016

Expiration Date

SEPTEMBER 26, 2017



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. Required Information. The subcontractor list shall contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

REQUEST FOR QUOTATION
Building Three Audiovisual Systems Project

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Department of Administration, General Services Division, to establish a contract to provide the Audiovisual System for the renovation of the West Virginia State Capitol Building Three on the State Capitol Complex in Charleston, West Virginia.

The project consists of the following:

1. Providing a turn-key audiovisual system, supplying equipment, labor, installation materials, programming, testing, training, and follow-up support as described in this documentation.
 2. The following spaces in the building are included in the scope of work:
 - a. First Floor – Large Hall
 - b. First Floor – Main Lobby
 - c. First Floor - Tourism
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification’s Manual as defined below.
- 2.1 **“Construction Services”** means providing and installing Audiovisual Systems for the renovation of the West Virginia State Capitol Building 3. as more fully described in these specifications and the Specifications/Project Manual.
- 2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.4 **“Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

REQUEST FOR QUOTATION
Building Three Audiovisual Systems Project

4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1 Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. CONTRACT AWARD: The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

6. SELECTION OF ALTERNATES: If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.

7. PERFORMANCE: Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

7.1 The Successful Vendor, as a condition of the Contract, agrees that all Work is to be substantially Complete Fifteen (15) calendar days prior to the Final Completion Date established by the Centralized Request for Quotation and the issuance of the Notice to Proceed. See General Conditions, Item 3

8. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

8.1 Hard Copies of the plans and specifications (only – CRFQ may be acquired by contacting the State Purchasing Division or by download from WVOasis) may be obtained from:

REQUEST FOR QUOTATION
Building Three Audiovisual Systems Project

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Charleston Blueprint
1203 Virginia st. E.
Charleston, WV. 25301
(304-343-1063)

by interested parties by paying the actual cost of printing, binding and mailing; however, such cost is not refundable.

Copies of project plans can be examined at the following locations:

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

CMD Group
30 Technology Parkway South
Suite 100
Norcross, GA 30092
770-417-4000
FAX 800-317-0870

Pittsburg Builders Exchange
1813 N. Franklin Street
Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406

REQUEST FOR QUOTATION
Building Three Audiovisual Systems Project

McGraw-Hill Dodge Reports
Attn: Scan Department
3315 Central Avenue
Hot Springs, AR 71913-6138
Phone: 781-430-2004

9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

Vendor's submitting substitution request must submit product brochures and specifications during the technical question submission period and before the question deadline.

10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5 Vendor shall inform all staff of Agency's security protocol and procedures.

11. **MISCELLANEOUS:**

- 11.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tom Fitzwater

Telephone Number: (304) 766-6277

REQUEST FOR QUOTATION
Building Three Audiovisual Systems Project

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Fax Number: (304) 766-6270

Email Address: tommie@electronicspecialty.com

Pricing Page

State of West Virginia – General Services Division
Building 3 - Audiovisual Systems Project

Name of Bidder:

Electronic Specialty Company

The Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Audiovisual Systems Project Base Bid:

Sixty-nine Thousand Eight Hundred Seventy-Six Dollars

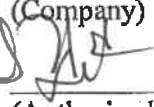
(\$ 69,876.00) (Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Tom Fitzwater, Senior A/V Engineer
 (Name, Title)
Tom Fitzwater, Senior A/V Engineer
 (Printed Name and Title)
1325 Dunbar Avenue, Dunbar, WV 25064
 (Address)
(304) 766-6277 / (304) 766-6270
 (Phone Number) / (Fax Number)
tommie@electronicspecialty.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Electronic Specialty Company
 (Company)

Owen S. Higgins, II, Vice President
 (Authorized Signature) (Representative Name, Title)
Owen S. Higgins, II, Vice President
 (Printed Name and Title of Authorized Representative)
3-20-17
 (Date)
(304) 766-6277 / (304) 766-6270
 (Phone Number) (Fax Number)

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION
Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency (Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (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's Principal Office
- (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 numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

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 Obligor, 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 Obligor may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O) _____, 20____ (P)_____.

Principal Seal _____ (R) _____ (Q)
 (Name of Principal)

By _____ (S)
 (Must be President, Vice President, or Duly Authorized Agent)

_____ (T)
 Title

Surety Seal _____ (U) _____ (V)
 (Name of Surety)

_____ (W)
 Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency _____
REQ.P.O# _____

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 Oblige, 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-In-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,

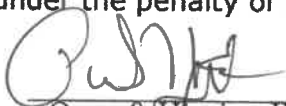
COUNTY OF Kanawha, **TO-WIT:**

I, Owen S. Higgins, II, after being first duly sworn, depose and state as follows:

1. I am an employee of Electronic Specialty Company; and,
(Company Name)
2. I do hereby attest that Electronic Specialty Company
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: 
 Owen S. Higgins, II
 Title: Vice President
 Company Name: Electronic Specialty Company
 Date: 3-20-17

Taken, subscribed and sworn to before me this 20th day of March, 2017.

By Commission expires June 3rd 2021

(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.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Electronic Specialty Company

Authorized Signature: *[Signature]* Date: 3-20-17
Owen S. Higgins, II, Vice President

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 20th day of March, 2017.

My Commission expires June 3rd, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Electronic Specialty Company

Signed: [Signature]

Date: 3-20-17

Title: Owen. S. Higgins, II, Vice President

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Electronic Specialty Company

Signed: 

Title: Owen S. Higgins, II
Vice President

Date: 3-20-17

Proof of Experience Per Spec Section 1.2.G on Page 014000-1 contained as follows:

Personnel Biographies

References

**Personnel Biography for A/V Department and Executive/Management Personnel
at Electronic Specialty Company**

Electronic Specialty Company is a locally owned and managed West Virginia Corporation and has served life safety, security, critical communication and engineered audio/video systems needs of West Virginia, Ohio, Kentucky, and Virginia with local sales and service since 1947. We have sales/service staff supporting our marketing area located in Dunbar, WV; Morgantown, WV; Parkersburg, WV and Ashland, KY. We have trade references available upon request.

Find enclosed for your review a short biography of our **Audio/Visual Systems Integration Team**. These experienced employees represent our dedicated staff supporting the specialized sales and service needs of professional audio, video, intercom, theatrical systems, A/V display, interactive boardroom systems, teaching support systems, broadcast media, theatrical lighting and other specialized systems included in today's sophisticated A/V market.

Due to the specialized training, commitment to staying current with ever changing product advancements, working with our vendors to bring best possible solutions to customer's integrated systems needs we have assigned a dedicated a team of professionals to best provide quality layout, planning, budgeting and services for this segment of our market.

These individuals represent our dedicated team regarding marketing, management, project leaders, and technicians for Electronic Specialty Company. Together our team of employees work together to provide quality services for other specialized systems such as life safety, critical communication, and security systems with 24/7 service. Collectively, our 50+ employees proudly represent 250+ service years to customers of Electronic Specialty Company.

Electronic Specialty Company has a "Drug free Workplace" and "Substance Detection Policy" for all employees.

We ask that this information be kept confidential. Please do not make copies of this or share this information with others.

Executive / Management Biographies

Owen S. Higgins II (Shane), Vice President

3 years' Electrical Engineering at WVU School of Engineering in Morgantown WV

1 year Industrial Engineering at WVU School of Engineering in Morgantown WV

2 years' Business Management & Accounting at WV State College in Institute, WV

3 years' experience as an electronic technician

34 years' experience with integrated systems sales and project management

Certified Technician by National Burglar and Fire Alarm Association

Graduate of Rauland Responder health care systems Design & Programming School

Graduate of Rauland Telecenter education systems Design & Programming School

Completion of West Penn/CDT Cable College, TIA/EIA 568-A Data grade & Coax Cable professional course

Completed numerous Rauland Health Care and Educations Systems Sales/Engineering Courses

Completed numerous Edwards Fire Alarm Sales/Engineering Courses

Completed numerous System Applications Engineering Courses for various life safety, security, CATV signal distribution, parking control & revenue and critical communications systems

Part time employee of Electronic Specialty Company from July, 1979 thru November, 1983

Became full time employee of Electronic Specialty Company December, 1983

Current Role: Vice President - Electronic Specialty Company

William Miller, Vice President

Associates Degree, Electronics Technology, Electronic Computer Programming Institute, 1985

Over 31 years experience in electronics design, marketing, and management of personnel in electronic systems with fortune 100 companies like Emerson Corp, Johnson Controls, & GE.

16 years experience working as an Electronic Technician/Engineering Technician/Technical Specialist

1 year experience working in New Construction Sales.

1 year experience working as a Project Manager.

3 years experience working as a Regional/National Sales Manager.

8 years experience working as a technical sales Account Executive.

Training:

- Fiber Optics
- Enterprise Access Control Systems (Card Key, Casi Russco, GE, Infographics)
- Digital Recording Systems/CCTV (JCI-DVN, GE, Axis, Pelco, Bosch, Extreem,)
- IP Video Systems (Genetech, ONSSI, GE SymSecure)

Novel Network - Certified Netware Engineer , MS Excel, Dbase, Lotus 123, MS Access, MS Word, MicroGrafx, AutoCAD, Compaq solutions Certification, FTI Continuous Improvement Program, Nuclear equipment and software testing, Power line analysis, Point of Sales Systems, Helios data acquisition systems, Level one – certified vibration analyst, Level one –certified MCSA analyst, Cisco, Intermec

Wireless/mesh networks, Bioscript - biometrix readers, RFID tagging systems, Johnson Controls - building management systems.

Current Role: Vice President - Electronic Specialty Company

Thomas B. Epps CPA, General Manager

Bachelor of Science, Business Management, minor in Economics, West Virginia Wesleyan College

2 years Accounting, Taxation and Managerial Accounting, WV State College

16 years' - Public Accounting with emphasis in international, manufacturing, taxation, assurance.

1 year – Controller for Natural Resource Company – Coal, Oil & Gas

9 years' - Vice President / CFO of Commercial HVAC Company

Certified Public Accountant

Member – American Institute of Certified Public Accountants

Member – West Virginia Society of CPAs

Current Role: General Manager

Neal Stone, Business Manager

1 Year as Business Manager for Electronic Specialty

10 Years as Staff Accountant for Rollins, Cleavenger and Rollins

Bachelor of Science in Business Management from WVU Tech

Minors in Accounting and Marketing from WVU Tech

Current Role: Business Manager

A/V Department Personnel Biographies

Mark Wood:

Over 43 years' experience in sound reinforcement, video, theater and architectural lighting
Attended Marshall University, Huntington, WV (4 years)

Training Courses Completed:

- JBL Sound Reinforcement
- QSC DSP Training
- Eastern Acoustic Works/Smart Audio System Design Workshop
- Rauland-Borg Sales Applications Engineering Courses for School Communications
- Electronic Theater Control (ETC) lighting design and workshop
- Electro Voice Speaker and Amplification Design and implementation
- Crestron Computer Design and Control
- Biamp Digital processing Design and Implementation
- Telex/ Klark-Teknik Design Application
- Multiple and various specific vendor training for specific types of system platforms
- Multiple and various training as an active, participating member of NSCA (National Systems Contractor's Association)
- QSC QSys Training

Sales Management: (26 years experience)

- direct sales & design of sound reinforcement systems, audio recording studios, theatrical & architectural lighting systems
- working with high profile sound contractors and road shows from across the country to select the best possible product to meet their individual needs

Current role – A/V/Stage Lighting Manager: (21 years experience)

- direct sales & design of Direct Wired & LAN Based Media Retrieval & control systems for educational facilities
- direct sales & design of church and other professional sound systems
- direct sales & design pro sound/video/stage lighting/production intercom & production video systems
- direct sales & design of video systems & theatrical lighting applications
- direct sales & design of multiple communications systems (wireless, infrared, computer based)
- direct sales & design of television grid & dimming systems
- responsible for system equalization, training Owner in operation of audio – video systems – Lighting systems – Control Systems
- Management of Audio/Video team members in their day-to-day activities, goal setting and working to meet/exceed customer needs

Tom Fitzwater:

- Over 49 years working in the electronics industry.
- 6 years in general service repair working on various types of electronic equipment.
- 5 years with WSAZ Television in the engineering department.
- 10 years CATV industry in engineering and management.
- Last 24 years servicing, designing, and technical managing professional A/V, Videoconferencing,
- Class room integration and Telemedicine systems.
- Personally involved with the Design and integration of multiple classrooms at WVU, Marshall, other state colleges and K-12 schools throughout WV, KY, and Ohio while working with Seneca Communications, Inc...

WVU Specific:

- New Life Sciences Building A-V Integration
- New Engineering Center A-V Integration
- MDTV Project Health Science Center
- Coliseum Classrooms A-V Integration
- New Library Synergy A-V System
- College of Business and Economics A-V Integration and Multiple other campus classrooms

Marshall University Specific:

- Drenko Library A-V Integration
- New Science Center A-V Integration

Fairmont State University Specific:

- A-V Integration (37-classrooms and 2 – lecture halls)

Other Locations:

- Mathena Performing Arts Center
- Princeton WV A-V Integration and pro sound installation
- Putnam and Barbour County 911 Centers A-V Integration
- Brickstreet Insurance A-V Integration.

Specific Training:

- AMX Programming - Ace Level
- Netlinx
- Synergy Control Systems
- Crestron Programming
- DMX

Training experience with the following products:

- AMX
- Hughes JVC
- Panasonic
- Sony
- Smart
- Ascend
- Tandberg
- Polycom
- Synergy

Richard Graley:

Over 27 years experience as Electronic Technician providing professional onsite technical services for installation, diagnosing & repair, adjusting system settings and end user operational training of multiple brands of specialized audio, video, intercom, lighting, and specialized TV/Display & distribution systems

Training Courses Completed:

- Audio Recording Engineering Courses
- Automation & Control Systems
- CCTV Systems
- Satellite Systems
- Production Audio & Video Systems
- Theatrical Lighting
- BSS Certified Technician
- EV/Telex Pro Audio/Programming Workshop
- Biamp Certified Training
- Syn-Aud-Con Audio Training
- Crestron Computer Design and Control
- CTS & CTS I Certified
- OSHA Certification

Current role – Lead A/V Technician: (27 years experience)

- Working with A/V team to execute best practices in installation, programming, testing and training end user with regard to multiple types of audio, video and lighting systems.
- Working with end users to provide onsite professional technical service for adjustment, repair and identification, isolating and repairing systems as needed to maximize performance of installed, custom systems.
- Assist with review, layout, product selection and design of specialized audio, video and lighting systems with A/V team based on years of hands-on onsite experience with multiple brands of systems.

Matt Means:

Over 12 years experience as Electronic Technician providing professional onsite technical services for installation, diagnosing & repair, adjusting system settings and end user operational training of multiple brands of specialized audio, video, intercom, lighting, and specialized TV/Display & distribution systems

Current role – A/V Technician: (11 years experience) / AV Sales Engineer (1 year experience)

- Working with A/V team to execute best practices in installation, programming, testing and training end user with regard to multiple types of audio, video and lighting systems.
- Working with end users to provide onsite professional technical service for adjustment, repair and identification, isolating and repairing systems as needed to maximize performance of installed, custom systems.
- Assist with review, layout, product selection and design of specialized audio, video and lighting systems with A/V team based on years of hands-on onsite experience with multiple brands of systems.

Training Courses Completed:

- AMX Programmer Certification
- OSHA Certification
- Biamp Certification
- Sunbelt Safety

Joe Hose:

Over 13 years experience in Pro sound and video design, installation and operation. Video systems installation in schools, churches, higher education and private industry. Proficient at computer design and firmware.

Current role – A/V Technician (6 year experience)

- Working with A/V team to execute best practices in installation, programming, testing and training end user with regard to multiple types of audio, video and lighting systems.
- Working with end users to provide onsite professional technical service for adjustment, repair and identification, isolating and repairing systems as needed to maximize performance of installed custom systems.
- Assist with review, layout, product selection and design of specialized audio, video lighting systems with A/V team based on years of hands-on experience with multiple brands of systems.

Training Courses Completed:

- OSHA Certification
- Biamp Certification
- Sunbelt Safety
- QSC QSys Training

- End of dedicated A/V Department personnel biographies -

Electronic Specialty Company is a locally owned, locally managed, low voltage systems integrator with quality local service. We have provided quality layout, technical and preventative maintenance/inspection services for various life safety and communication systems since 1947.

References for some of our recent Audio/Visual projects as follows;

Reference Contact Information:

Organizational Name:

Clay Center for Arts & Sciences

Official Address:

One Clay Square
Charleston, WV 25311

Contact Person:

Mr. Tom Pasinetti, Technical Director, 304-561-3548
tpasinetti@theclaycenter.org



Title of Contract: Maier Performance Hall

Software/Hardware Elements in Use - For the Maier Performance Hall:

Control:

Multiple delay systems are used throughout the house at balcony fills (under and over) as well as lobby and backstage feeds. All signal routing and mains processing is done with EAW processors. Front of the House mixing is done from mid-house mix position, rear of the orchestra level seating mix position, or from an enclosed sound control booth behind orchestra level seating.

Main Speaker Configuration (All speakers are EAW)

Left and Right Stacks are flown from custom rigging points downstage of the proscenium and contain (per side):

- 2 – KF 650
- 1 – KF 695
- (through EAW MX 8750 processors and powered by Crest amps)

Center Cluster contains:

- 3 – KF 650 Top Row
- 2 – KF 300 Bottom Row
- 1 – KF 330 Bottom Row

Front fills are 6 EAW JF80. (through EAW MX 8750 processors and powered by Crest amps)

Front of House Sound Gear:

House Console - Crest XVCA Series 48 mono and 4 stereo inputs with VCA groups

- 48 mono inputs 4x2 matrix
- 4 stereo inputs 8 auxiliary sends
- 8 sub groups 128 mute scenes
- 8 VCA groups

House Auxiliary Processing

- 6 channels XTA GQ 600 equalizers
- 8 channels of Klark Teknik DN 514 noise gates
- 8 channels of Klark Teknik DN 504 compressor limiters
- 1 Lexicon PCM-81 multi effects processor
- 1 Yamaha SPX 990 multi effect processor
- 1 Tascam DA 45 HR DAT recorder
- 1 Marantz Dual Independent PMD 510 Cassette Recorder
- 1 Tascam CD-450 CD Player

Foldback to Stage from Front Of House

- 3 Ch. Of XTA GQ 600 EQ
- Crest Power amps (8 chs.)
- Patch Bay assignable speaker connect locations
- 4 EAW SM 200 passive monitor wedges
- 2 EAW LA 325 side/drum fills

Hearing Impaired System

A Sennheiser SL 1015 deluxe mono transmitter and suitable compliment of receivers provide the hearing-impaired sound reinforcement system.

Microphone Inventory:

- 8 Shure SM 57
- 8 Shure SM 58
- 6 Shure SM 81
- 2 AT 4033SM
- 6 E.V. 468B
- 4 E.V. RE 20
- 4 Sennheiser 421-II-4
- 4 Sennheiser 431-II
- 6 AT 851a Boundary Mics
- 6 AT 853RX Choir Mics
- 10 Crown PCC 160 Boundary Mics
- 4 Whirlwind Hot Box (active direct box)
- 1 C-Tape CPS18 contact microphone

Reference Contact Information:

Organizational Name: Lincoln County High School
Official Address: 81 Lincoln Panther Way
Hamlin, WV 25523
Contact Person: Mr. Greg Gosnay
Ggosnay@access.k12.wv.us
Title of Contract: Auditorium Audio/Visual

Software/Hardware Elements in Use - For the Auditorium:

The audio/video system is designed to be configured by the user to meet the requirements of specific events. System, consists of a main speaker cluster with multiple wired and wireless microphones. System includes mixing board with various audio program inputs, high quality studio monitor speakers, digital recorder and archival equipment to allow presentations to be distributed via DVD. System includes a remote control video camera allowing audio and video management, distribution to every TV set in the school, digitizing and storing on local hard drive and archival machine to produce DVD of events. System includes high output projector with custom telephoto lens to properly project various video sources onto a motorized screen. Call technical director for further details.



Title of Contract: Cafeteria Audio/Visual

Software/Hardware Elements in Use - For the Auditorium:

The audio/visual system is designed to be configured by the user to meet the requirements of specific events. System, consists of distributed speakers with multiple wired and wireless microphones. System includes five 50" plasma displays using CAT5 cable for audio/visual signals and includes a rack mounted audio/video distribution and control equipment to allow up to seven program sources to be sent to any one, any group, or all of the plasma TV displays. System includes a local PC input for audio/video to be displayed at any one, any group, or all plasma display sets. System includes interface to the local cable TV service to allow channels to be displayed on any one, any group, or all plasma display sets.. System includes interface to in-house live or recorded audio/visual presentations to display on any one, any group or all plasma display sets. Please call our office for further details.

Contract Amount \$ 150,000.00
Completion Date: August 10, 2006
Telephone Number: 304-824-6000

Reference Contact Information:

Organizational Name: State Capital Complex House of Delegates
 Official Address: House of Delegates
 1900 Kanawha Blvd. East
 Charleston, WV 25305

Contact Person: Mr. Mike Bauer
Mike.bauer@wvhouse.gov

Title of Contract: House of Delegates Chambers - Audio/Visual

Software/Hardware Elements in Use - For the Auditorium:

The audio/visual system is designed to for user to meet the requirements of special sessions, large meetings, audio/video feeds to the media, distribution to other areas of the facility via a/v streaming over LAN, and to meet the A/V needs of other specific events. System, consists of distributed speakers with multiple wired and wireless microphones. System includes four 50" plasma displays using CAT5 cable for audio/visual signals and includes a rack mounted audio/video distribution and control equipment to allow up to 4 program sources to be sent to any one, any group, or all of the plasma TV displays. System includes a local PC input for audio/video to be displayed at any one, any group, or all plasma display sets. System includes interface to the local cable TV service to allow channels to be displayed on any one, any group, or all plasma display sets.. System includes interface to in-house live or recorded audio/visual presentations to display on any one, any group or all plasma display sets. Media player to schedule messages on video walls through House network from any PC. Crestron control system to operate all audio video systems in the House of Delegates chamber. Please call our office for further details.

Contract Amount \$ 220,000.00
 Completion Date: July 2012
 Telephone Number: 304-340-3224

Title of Contract: Senate Chambers - Audio/Visual

Software/Hardware Elements in Use - For the Auditorium:

The audio system is designed to for user to meet the requirements of special sessions, large meetings, and audio feeds to the media, distribution to other areas of the facility via audio streaming over LAN, and to meet the audio needs of other specific events. System, consists of distributed speakers with multiple wired and wireless microphones. Audio streaming from senate Chamber to hundreds of offices in the Capital Complex. A Crestron control system is used to operate all of the audio system microphones and digital recording. Please call our office for further details.

Contract Amount \$ 32,500.00
 Completion Date: November 8, 2006
 Telephone Number: 304-357-7800

Reference Contact Information:

Organizational Name:

WV Power - Baseball Team

Official Address:

Appalachian Power Park

601 Morris St. Suite 201

Charleston, WV 25301

Contact Person:

Mr. Jeff Meehan, WV Power Management

304-344-2287

jmeehan@wvpower.com

Title of Contract:

Engineered Sound System

Software/Hardware Elements in Use - For the Ball Park:

The audio system is designed for user to meet the requirements of baseball game presentations, various types of large meetings, audio feeds to media personnel, distribution to other areas of the facility interface with the large Video presentation system and to meet the A/V needs of other specific events. System, consists of distributed speakers with multiple wired and wireless microphones. 168 distributed speakers throughout the facility and 25 suites. Computer controlled music and multiple wireless microphones are included. Please call our office for further details.

Contract Amount

Estimated Cost \$ 120,500.00

Completion Date:

April 4, 2005

Telephone Number:

304-344-2287



Reference Contact Information:

Organizational Name: Fairmont State University
Official Address: 1201 Locust Avenue
Fairmont, WV 26554
Contact Person: Mr. Robert Moffitt

Title of Contract: Classroom/Lecture Hall A/V System

Software/Hardware Elements in Use - For the Classrooms:

26 classrooms installation of LCD projectors, screens, VGA-composite-audio wall plates. Individual room audio systems and Crestron network system supervision.

Library audio system with video projectors, screens and network supervision. Two lecture halls with A/V lectern including condenser microphone, multiple video inputs (document camera, PC, laptop and composite video) AMX touch panel control of all systems (video routers and switchers, audio, projector and screen). System on network supervision.

Contract Amount Estimated Cost \$ 129,230.00
Completion Date: February 15, 2008
Telephone Number: 304-367-4172



Reference Contact Information:

Organizational Name: West Virginia Supreme Court of Appeals
Official Address: Capital Complex
1900 Kanawha Blvd. E.
Charleston, WV 25301
Contact Person: Mr. Fletcher Adkins, Director Admin Services
Fletcher.adkins@courtswv.gov

Title of Contract: Touch Panel Control Sound/Video Media System

Software/Hardware Elements in Use - For the Supreme Court Chamber:

AMX touch screen technology controlling the Justices' individual microphones, video courtroom cameras, media feeds, hearing assist system feeds, video streaming feeds and multiple channels of digital signal processing.

Contract Amount Estimated Cost \$ 400,000.00
Completion Date: June 2012
Telephone Number: 304-541-5164

Reference Contact Information:

Organizational Name: FBI Center
Official Address: 1000 Custer Hollow Road
Clarksburg, WV 26306
Contact Person: Mr. Craig Antush

Title of Contract: Auditorium and Conference Room A/V Systems

Software/Hardware Elements in Use – Auditorium and Conference Room:

Theater pro sound system for microphones and audio/video playback and equipped with large format video projections system and screen.

Conference room A/V system including audio conferencing system.

Contract Amount Estimated Cost \$220,000.00
Completion Date: March 1, 1999
Telephone Number: 304-367-4172



Reference Contact Information:

Organizational Name: St. Leo Catholic Church
Official Address: 2109 Sulphur Springs Road
Inwood, WV 25428

Contact Person: Rev. Chuck Quigley

Title of Contract: Sanctuary and Fellowship Hall A/V Systems

Software/Hardware Elements in Use – Sanctuary and Fellowship Hall:

Sanctuary sound system with multiple wireless microphones and a large 4-point speaker cluster. System automation using four channel digital signal processor.

Fellowship Hall sound and video system including 10' motorized screen and large format LCD projector. Sound system containing 20-speakers and 4-sub woofer speakers. Audio and video system controlled by Crestron touch panel system.

Contract Amount Estimated Cost \$110,000.00

Completion Date: April 30, 2003

Telephone Number: 304-229-8945



Reference Contact Information:

Organizational Name: WVU Basketball Practice Facility
 Official Address: 979 Rawley Lane
 Morgantown, WV

Contact Person: William Linn

Title of Contract: A/V Systems

- Hall of Fame Touch Screen 4- Elo interactive panel displays, Crestron Pro 2 control frames, Alcorn-McBride digital video players, Tannoy Q-flex system (men's and women's basketball history)
 - Hall of Fame 7.1 Digital Video/Audio Surround System
 - Panasonic 103" Flat panel Display of new recruits
 - Atrium Panasonic 15' X 12" LED Wall with 5.1 Line Array Audio System (Community arrays and sub woofers)
 - Men's & Women's Gyms complete with video decks and High SPL Audio systems
 - Men's & Women's Lounges complete with Video/Audio 7.1 (satellite, cable and gaming facilities)
 - Two Conference Rooms complete with 85" Flat Panel, audio surround and video satellite feeds.
 - Two Men's & Women's Theater Training Rooms complete with Panasonic 103" touch screen and audio surround system
 - One Coaches A/V Lounge
 - 14 Coaches offices complete with A/V systems, "coaches" video feed and satellite
 - Central A/V room with 3 complete digital audio, video and control systems (Complete with Alcorn-McBride digital video players, Crestron Pro 2 control frames, QSC power amplifiers, Extron processing, BSS Audio processors.
 - All systems audio/video on CAT6 cable terminated with Extron baluns.
 - Weight room complete with 4-Panasonic 42" flat panels, Tannoy and Electro Voice speaker systems.
- | | |
|---------------------|-----------------------------|
| • Contract Amount | Estimated Cost \$500,000.00 |
| • Completion Date: | March 2012 |
| • Telephone Number: | 304-293-2878 |



Reference Contact Information:

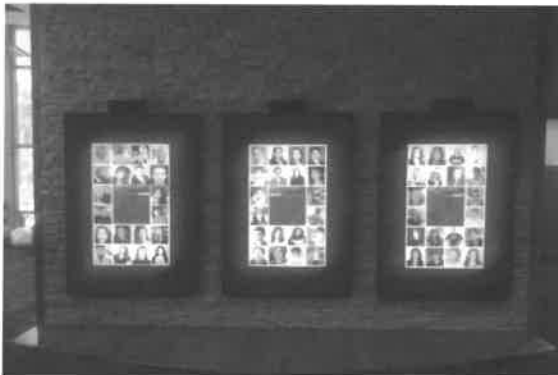
Organizational Name: WVU Visitor's Resource Center
Official Address: One Waterfront Place
Morgantown, WV 26506

Contact Person: Danica Wilburn

Title of Contract: A/V Systems

Theater AMX control system, 5.1 surround sound, 15' HD projection system,
Study tables 3-6000 lumen projectors (mounted vertically) on study tables with RFID readers displaying curriculum simulation
Interactive Map table with Tri-LED displays
Portrait posts 60" touch screen monitors with interactive student biographies
Personal Rapid Transit cart with virtual photo booth

- Contract Amount Estimated Cost \$95,000.00
- Completion Date: April 2012
- Telephone Number: 304-293-3489



Reference Contact Information:

Organizational Name: Raleigh County Judiciary Annex
Official Address: 215 Main Street
Beckley, WV
Contact Person: Fletcher Adkins
Fletcher.adkins@courtswv.gov

Title of Contract: Three Circuit Court Rooms A/V Control systems

Central A/V/ Control room complete with BSS Audio Digital systems, AMX NI-3100ICS Control frames, Crown CDI-1000 Power Amplifiers, Hall Research, Kramer and Extron Video over CAT5 systems, Polycom HDX7000 codecs Courtroom 1, 2,& 3 Polycom Eagle Eye Director dual cameras, 2-AMX 10" touch panels, 10-Electro Voice PC Desktop microphones & Telex wireless systems, Williams infrared hearing assist systems, Sanyo 5K projectors, Draper 150" diagonal screens, Samsung 55" Flat panels and evidence cart

- Contract Amount Estimated Cost \$185,000.00
- Completion Date: May 2012
- Telephone Number: 304-541-5164



Reference Contact Information:

Organizational Name: First United Methodist Church
Official Address: Princeton, WV
Contact Person: Rev. Randy Adkins

Title of Contract: A/V Systems

Sanctuary sound, video and control system featuring:

2-6-lumen HD projectors with "hidden" screens for the congregation and the choir/stage area

HD flat panel monitors in overflow area

40-channel audio mixing console in the sound/video/ television editing suite

Tricaster "studio in a box" with full video effects generator, "green screen" capable, 6-camera inputs, large hard drive storage, Live web broadcasts, and audio video storage

2 Sony EVID pan/tilt/zoom High fidelity cameras and one "shoulder" camera

Complete sound system with multiple stage monitors

Contract Amount \$95,000.00
Completion Date: June, 2009
Telephone Number: 304-425-2283



Reference Contact Information:

Organizational Name: Mathena Center for the Performing Arts
Official Address: Princeton, WV
Contact Person: Spring Turner

Title of Contract: A/V Systems

Dual JBL Line array "house" sound system with electro Voice "fill" speakers
Yamaha Digital 80-channel audio console
20- Amplifier equipment rack
Production intercom on stage and all dressing rooms
Main mezzanine sound, video and AMX control system

Contract Amount \$220,000.00
Completion Date: January 2008
Telephone Number: 304-487-5802



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Electronic Specialty Company
of Dunbar, WV, as Principal, and Merchants Bonding Company (Mutual)
of Des Moines, IA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Building 3 Audiovisual System Project - CRFQ 0211 GSD1700000015 - According to Plans & Specifications

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 15th day of March, 2017.

Principal Seal

Electronic Specialty Company
(Name of Principal)
By: Owen S. Duggan II
(Must be President, Vice President, or
Duly Authorized Agent)
VICE PRESIDENT
(Title)

Surety Seal

Merchants Bonding Company (Mutual)
(Name of Surety)
By: Patricia A. Moyer
Patricia A. Moyer, WV Resident Agent Attorney-in-fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allan L McVey; Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

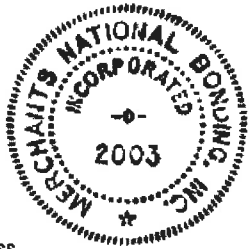
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



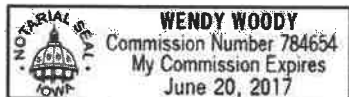
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

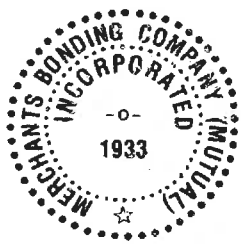


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2017



William Warner Jr.
Secretary