



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: 181627

Doc Description: Request for Quotation for Security Cameras

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-22	2016-08-09 13:30:00	CRFQ 0702 TAX1600000017	1

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

08/31/16 13:24:42
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE

8/31/16

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

ADDITIONAL INFORMATION:

The West Virginia State Purchasing Division is soliciting bids, on behalf of the Tax Division of the West Virginia Department of Revenue, to establish a one-time construction contract for the purchase of a Security Camera System(s) including installation, testing, employee training and three years of full warranty coverage, including time and materials. Installed system must have night vision, must have clarity at three hundred (300) feet in total darkness, and must provide three hundred sixty (360) degree coverage of the building exterior, including the parking lots to the side and rear of the building, sidewalks in front of, beside, and behind the building. Existing interior cameras will be replaced and additional interior cameras added. The cameras which are replaced will be sent to Surplus Property for disposition. In addition, the installed system must be capable of being remotely monitored from an off-site location, via a secure IP address.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER	
CHARLESTON	WV25339-1748	1001 LEE ST E, STE 3 CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Cameras	1	Lot	\$88,693.59	\$88,693.59

Comm Code	Manufacturer	Specification	Model #
46171610	Avigilon		

Extended Description :

Security cameras needed to supply 360 degree coverage around the Revenue Center located at 1001 Lee St., East, Charleston, WV. All existing interior and exterior cameras will be replaced and additional interior and exterior cameras will be added.

TAX160000017	Document Phase Draft	Document Description Request for Quotation for Security Cameras	Page 3
---------------------	--------------------------------	---	---------------

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:

1001 Lee Street
Charleston, WV 25301

July 14, 2016 at 10:00 AM EST.

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: July 21, 2016 at 9:00 AM EST.

Submit Questions to: Michelle Childers
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Michelle.L.Childers@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:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

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: **August 9, 2016 at 1:30 PM 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

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 _____ 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 amount. 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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000 or more.

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

Workers' Compensation Insurance

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 above.

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. 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.

9. 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.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____.
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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. 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.

28. 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.

29. 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.

30. 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>.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

Expiration Date

SEPTEMBER 25, 2015

SEPTEMBER 25, 2016



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

- a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
- b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- c. 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 bill fails, is unable, or refuses to perform his subcontract.

6. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia State Purchasing Division is soliciting bids, on behalf of the Tax Division of the West Virginia Department of Revenue, to establish a one-time construction contract for the purchase of a Security Camera System(s) including installation, testing, employee training and three years of full warranty coverage, including time and materials. Installed system must have night vision, must have clarity at three hundred (300) feet in total darkness, and must provide three hundred sixty (360) degree coverage of the building exterior, including the parking lots to the side and rear of the building, sidewalks in front of, beside, and behind the building. Existing interior cameras will be replaced and additional interior cameras added. The cameras which are replaced will be sent to Surplus Property for disposition. In addition, the installed system must be capable of being remotely monitored from an off-site location, via a secure IP address.

2. **DEFINITIONS:** The terms listed below shall have the meaning assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means Security Camera Systems including installations, testing, employee training, and three years warranty as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“IP”** – means Internet Protocol- The standard addressing and delivery protocol allowing data transfer between devices both locally and distant.

 - 2.5 **“LED”** – means Light Emitting Diode – A semiconductor of light.

 - 2.6 **“CAT6”** – means Ethernet cable – used for computer networking.

 - 2.5 **“Business Hours”** means Monday 8:00 AM EST to Friday 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
 - New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President’s Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)

**REQUEST FOR QUOTATION
SECURITY CAMERA SYSTEM**

- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

3. GENERAL REQUIREMENTS:

3.1 QUALIFICATION: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualification:

- 3.1.1** Vendor must have been in business of providing and installing security camera systems for a minimum of five years.
- 3.1.2** Vendor must provide a manufacturer certified technician for the brand of system offered to perform the required services stated in the request for quotation and resulting contract.
- 3.1.3** Vendor must be an authorized reseller of the product they are quoting.
- 3.1.4** Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. 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 are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

3.2 MANDATORY CONTRACT ITEMS REQUIREMENTS: Contract Items must meet or exceed the mandatory requirements listed below.

- 3.2.1** Vendor will replace all existing cameras (8 interior and 2 exterior). Vendor will add two cameras to the 2nd floor, which will provide face recognition of the area marked on Attachment A, with a red X. Vendor will add a camera on each floor covering each entrance to the North stairwell. Vendor will

**REQUEST FOR QUOTATION
SECURITY CAMERA SYSTEM**

add eight (8) exterior cameras for monitoring the outer perimeters of the building. A total of twenty six (26) cameras will be installed. Vendor will be responsible for strategically placing the exterior cameras to ensure three hundred sixty (360) degree coverage up to three hundred (300) feet in total darkness including the parking lot to the side and rear of the building, and the sidewalks in front of, beside, and behind the building.

- 3.2.1.1 Security camera must have night vision, with built-in infrared LED's (Light Emitting Diode).
 - 3.2.1.2 Security camera systems must have minimum of thirty (30) images per second (per each of the twenty-six (26) channels) recording.
 - 3.2.1.3 Security camera must have a zoom which is capable of viewing up to a minimum of three hundred (300) feet, in total darkness.
 - 3.2.1.4 Security camera must provide clarification to easily identify an individual or object, such as a license plate, at the furthest three hundred (300) parameters of the parking lot.
 - 3.2.1.5 Exterior security cameras must be a minimum of fifteen (15) feet, from ground level, and a maximum of fifty (50) feet.
 - 3.2.1.6 Security camera must have Software licenses, which include cameras to be remotely monitored from an off-site location. Vendor must provide a minimum of five (5) software license.
 - 3.2.1.7 Security camera systems must have color cameras with heater-factory installed; must include motion detection selectable sensitivity and threshold.
 - 3.2.1.8 Security camera systems must provide 360 degree coverage of the building exterior, including the parking lots to the side and rear of the building, the sidewalks in front of, beside, and behind the building.
- 3.2.2 Security system must include a Network Video Recorder (NVR) capable of supporting all cameras.
- 3.2.2.1 Security camera systems must have a minimum of 4GB RAM.

**REQUEST FOR QUOTATION
SECURITY CAMERA SYSTEM**

- 3.2.5.1** Vendor shall provide a full parts and service warranty for all components of the systems. Any equipment or software failure(s) shall be repaired at no cost to the agency for the three year period.
- 3.2.5.2** Any software updates or patches offered by the manufacturer shall be provided and installed at no cost to the agency for the three year period.
- 3.2.5.3** Vendor shall respond to a call for service, with a call back, within 4 hours of notification during business hours.
(Example: Agency notifies vendor of problem 4pm est. on Monday. Vendor has until 11am est. the following morning to meet the call back requirement and would need to be on-site by 3pm est., if required by the agency.)
- Vendor shall arrive on-site, when necessary, within 8 hours of notification during a working day. (Example: Agency notifies vendor of problem 4pm est. on Monday. Vendor has until 11am est. the following morning to meet the call back requirement and would need to be on-site by 3:00pm est., if required by the agency.)
- 3.2.5.4** All work shall be performed in compliance with all applicable safety regulations, subject to verification and inspection by the Tax Division of the Department of Revenue, Building Manager.
- 3.2.5.5** Work schedules will be reviewed and approved by the Building Manager or his designee of the Tax Division of the Department of Revenue. .
- 3.2.6** Vendor shall provide the manufacturer's specification documents, for each product being provided.

4. CONTRACT AWARDS

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.1.1 Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by inserting the itemized cost of the systems. Vendor must complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor must submit Brand including Model Numbers of equipment they are submitting with their submitted Exhibit "A" response. This information must be submitted with their bid submission.

Vendor should provide product brochures with their submitted bid response. This information may be required before award of contract.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self-Serve (VSS) system. Vendors should download the Exhibit "A" Price Page that is attached to this CRFQ and published to the VSS. Vendors must complete this form with their price information as well as Brand and Model of equipment being submitted and include as an Attachment with their online response.

If unable to respond online the Vendor must submit the Exhibit "A" Price Page with their submitted bid response prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

- 5.1 Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.2 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in a flat fee or hourly rate listed on the Vendor's bid, but such costs will not be paid by the Agency separately.

6. VENDOR DEFAULT:

6.1 The following shall be considered a vendor default under this Contract.

- 6.1.1 Failure to perform Contract Services in accordance with the Requirements contained herein.
- 6.1.2 Failure to comply with other specifications and requirements contained herein.
- 6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided in this Contract.
- 6.1.4 Failure to remedy deficient performance upon request.

6.2 The following remedies shall be available to Agency upon default.

- 6.2.1 The immediate cancellation of the Contract.
- 6.2.2 Any other remedies available in law or equity.

7. MISCELLANEOUS:

7.1 PERFORMANCE:

Vendor and Agency shall agree upon a schedule for performance of the Contract Services and Contract Services Deliverables, unless such schedule is already included herein by Agency. In the event that this contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7.2 FACILITIES ACCESS:

Anyone performing under this Contract will be subject to Agency's security protocol and procedures, which include acceptance of all confidentiality and agreements which are non-negotiable. Vendor shall inform all staff of Agency's protocol and procedures.

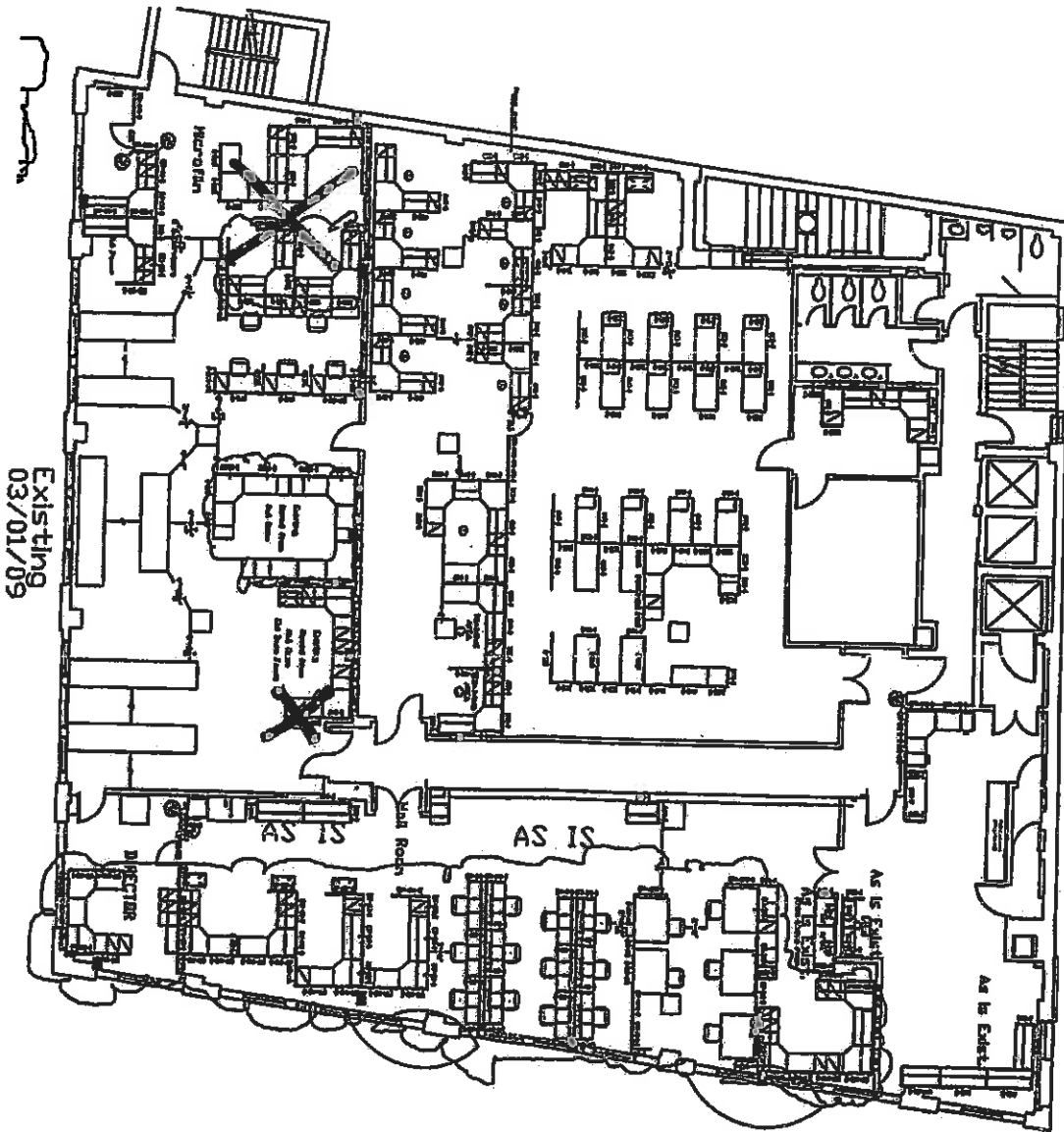
7.3 CONTRACT MANAGER:

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: Mark Eggleton
Telephone Number: (304) 766-6277
Fax Number: (304) 766-6270
Email Address: marke@electronicspecialty.com

Attachment A

REQUEST FOR QUOTATION SECURITY CAMERA SYSTEM



**Exhibit A
Security Camera System**

Item	Part Number	Description	Brand of Equipment Bid	Unit of Measure	Unit Cost	Qty	Extended Cost
3.2.1		26 Security Cameras with Licenses Per Specifications	Avigilon/Canon	Each	\$ 2,220.90	26	\$ 57,743.40
3.2.2		Network Video Recorder (NVR)	Avigilon	Each	\$ 15,372.50	1	\$ 15,372.50
3.2.3		Computer Peripherals (Mounts, Required Cables, Network Interface Cards, etc., to Allow the System to be Fully Fuctional	Avigilon/Trendnet, West Penn	Lump Sum	\$ 2,173.60	1	\$ 2,173.60
3.2.4		Installation, Set-Up, Testing, and Employee User Training		Lump Sum	\$ 13,404.09	1	\$ 13,404.09
3.2.5		Warranty and Maintenance	No Charge	Lump Sum	\$ -	1	\$ -
Total Bid Amount							\$ 88,693.59

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).



**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, Neal Stone, 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 written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Neal Stone

Signature: *Neal Stone*

Title: Business Manager

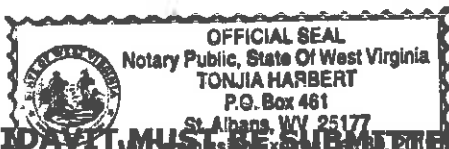
Company Name: Electronic Specialty Company

Date: 8/31/2014

Taken, subscribed and sworn to before me this 31 day of August, 2016.

By Commission expires December 30, 2019

(Seal)



Tonjia Harbert
(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.

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

- (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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

_____ (M)

NOW THEREFORE

(a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

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 Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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.

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.

Anneth Heater for Mark Eggleton
 (Name, Title)
 Mark Eggleton, Service Manager

(Printed Name and Title)

1325 Dunbar Avenue, Dunbar, WV 25064
 (Address)

(304) 766-6277 / (304) 766-6270
 (Phone Number) / (Fax Number)

marke@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)


 (Authorized Signature) (Representative Name, Title)

Owen S. Higgins, II, Vice President
 (Printed Name and Title of Authorized Representative)

8/31/16
 (Date)

(304) 766-6277 / (304) 766-6270
 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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

8/31/16

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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:  Owen S. Higgins, II

Date: 8/21/16

Title: Vice President

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: 8/31/16

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 31 day of August, 2016

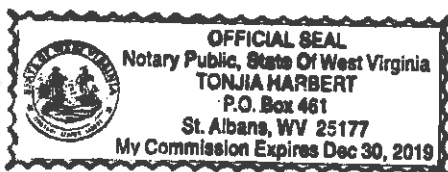
My Commission expires December 30, 2019

AFFIX SEAL HERE

NOTARY PUBLIC

Tonja Harbert

Purchasing Affidavit (Revised 08/01/2015)





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: 181627

Doc Description: Addendum No. 1 - Request for Quotation for Security Cameras

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-20	2016-08-31 13:30:00	CRFQ 0702 TAX1600000017	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

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE

8/31/16

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

The West Virginia State Purchasing Division is soliciting bids, on behalf of the Tax Division of the West Virginia Department of Revenue, to establish a one-time construction contract for the purchase of a Security Camera System(s) including installation, testing, employee training and three years of full warranty coverage, including time and materials. Installed system must have night vision, must have clarity at three hundred (300) feet in total darkness, and must provide three hundred sixty (360) degree coverage of the building exterior, including the parking lots to the side and rear of the building, sidewalks in front of, beside, and behind the building. Existing interior cameras will be replaced and additional interior cameras added. The cameras which are replaced will be sent to Surplus Property for disposition. In addition, the installed system must be capable of being remotely monitored from an off-site location, via a secure IP address.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV25339-1748	OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON US	WV 25301-1725

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Cameras	1	Lot	\$88,693.59	\$88,693.59

Comm Code	Manufacturer	Specification	Model #
46171610	Avigilon		

Extended Description :

Security cameras needed to supply 360 degree coverage around the Revenue Center located at 1001 Lee St., East, Charleston, WV. All existing interior and exterior cameras will be replaced and additional interior and exterior cameras will be added.

SOLICITATION NUMBER: CRFQ TAX1600000017

Addendum Number: 01

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the bid opening date to August 31, 2016 at 1:30 PM EST.
2. To extend the questions deadline to August 5, 2016 at 9:00 AM EST.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX±600000017

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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

Owen S. Higgins, II, Vice President


Authorized Signature
8/31/16

Date

NOTE: This addendum acknowledgement 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: 181627

Doc Description: Addendum No. 2 - Request for Quotation for Security Cameras

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-26	2016-08-31 13:30:00	CRFQ 0702 TAX1600000017	3

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

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE

8/31/16
 (54)

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

ADDITIONAL INFORMATION

Addendum

Addendum No. 02 issued to publish and distribute the attached information to the vendor community.

The West Virginia State Purchasing Division is soliciting bids, on behalf of the Tax Division of the West Virginia Department of Revenue, to establish a one-time construction contract for the purchase of a Security Camera System(s) including installation, testing, employee training and three years of full warranty coverage, including time and materials. Installed system must have night vision, must have clarity at three hundred (300) feet in total darkness, and must provide three hundred sixty (360) degree coverage of the building exterior, including the parking lots to the side and rear of the building, sidewalks in front of, beside, and behind the building. Existing interior cameras will be replaced and additional interior cameras added. The cameras which are replaced will be sent to Surplus Property for disposition. In addition, the installed system must be capable of being remotely monitored from an off-site location, via a secure IP address.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV25339-1748	OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON US	WV 25301-1725

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Cameras	0.00000 1	Lot	\$88,693.59	\$88,693.59

Comm Code	Manufacturer	Specification	Model #
46171610	Avigilon		

Extended Description :

Security cameras needed to supply 360 degree coverage around the Revenue Center located at 1001 Lee St., East, Charleston, WV. All existing interior and exterior cameras will be replaced and additional interior and exterior cameras will be added.

TAX1600000017	Document Phase Draft	Document Description Addendum No. 2 - Request for Quotation for Security Cameras	Page 3
---------------	--------------------------------	---	---------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ TAX1600000017

Addendum Number: 02

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the pre-bid 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

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>MASON & BARRY, INC.</u>	<u>301 SMILEY DRIVE</u>	PHONE <u>304 755-0781</u>
Rep: <u>NUKE MARTIN</u>	<u>ST. ALBANS, WV 25177</u>	TOLL FREE
Email Address: <u>MMARTIN@MASONBARRY.COM</u>		FAX <u>304 755-9010</u>
Company: <u>ACCESS SYSTEMS</u>		PHONE
Rep: <u>Toney Butker</u>		TOLL FREE
Email Address: <u>ToneyButker@gmail.com</u>		FAX
Company: <u>Long's Security Camera Systems LLC</u>	<u>102 38th ST SE</u>	PHONE <u>304-388-925-0338</u>
Rep: <u>ALAN LONG</u>	<u>Charleston WV</u>	TOLL FREE
Email Address: <u>longscctv@suddenlink.net</u>	<u>25304</u>	FAX <u>304-925-0338</u>
Company: <u>Tax Dept.</u>	<u>1001 Lee St.</u>	PHONE <u>304 558 0761</u>
Rep: <u>Vickie Marcum</u>	<u>Charleston, WV</u>	TOLL FREE
Email Address: <u>Vickie.J.Marcum@wv.gov</u>	<u>25301</u>	FAX
Company: <u>TAX Dept</u>	<u>1001 Lee St.</u>	PHONE <u>304 558 8614</u>
Rep: <u>Sherri Weathersbee</u>	<u>Charleston, WV</u>	TOLL FREE
Email Address: <u>sherri.d.kirk@wv.gov</u>	<u>25301</u>	FAX

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Les Milam</u> Rep: <u>Electronic Specialty Company</u> Email Address: <u>lmilam@electronic-specialty.com</u>	<u>1325 Dunbar Avenue</u> <u>Dunbar, WV 25064</u>	PHONE <u>304-766-6277</u> TOLL FREE <u>1-800-642-5500</u> FAX <u>304-266-6270</u>
Company: <u>Jeremy Sexton</u> Rep: <u>Electronic Specialty Company</u> Email Address: <u>Jeremy.Sexton@electronic-specialty.com</u>	<u>1325 Dunbar Avenue</u> <u>Dunbar, WV 25064</u>	PHONE <u>304-415-3738</u> TOLL FREE <u>1800-642-5500</u> FAX <u>304-766-6270</u>
Company: <u>Newtech Systems</u> Rep: <u>Andrew Harper</u> Email Address: <u>Jhatfield@newtechwv.com</u>	<u>420 16th St Dunbar</u> <u>WV, 25064</u>	PHONE <u>(304) 766-0000</u> TOLL FREE FAX
Company: <u>1 Touch</u> Rep: <u>Brandon Keener</u> Email Address: <u>brandank@1touchtech.com</u>	<u>24. Post Dr 254</u> <u>Chesapeake OH 45619</u>	PHONE <u>304-710-9023</u> TOLL FREE FAX
Company: <u>TAX Dept</u> Rep: <u>Barry Williams</u> Email Address: <u>Barry.R.Williams@WV.gov</u>	<u>1001 Lee St</u> <u>Charleston, WV 25301</u>	PHONE <u>304-698-0763</u> TOLL FREE FAX

Request for Proposal No. CRFQ 0702 16*17 PLEASE PRINT

Date: 07/14/16

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Technologies Inc</u>	<u>2929 Pennsylvania Ave</u>	PHONE <u>681-265-9161</u>
Rep: <u>Rod Lipscomb</u>	<u>Charl. WV 25302</u>	TOLL FREE
Email Address: <u>Rod.Lipscomb@AspenTechnologiesWV.com</u>		FAX
Company: <u>Aspen Technologies Inc.</u>	<u>2929 Pennsylvania Ave</u>	PHONE <u>681-265-9161</u>
Rep: <u>Chuck Singlet</u>	<u>Charleston WV. 25302</u>	TOLL FREE
Email Address: <u>Chuck.Singlet@AspenTechnologiesWV.com</u>		FAX
Company: <u>Aspen Technologies Inc</u>	<u>2929 Pennsylvania Ave</u>	PHONE <u>681-265-9161</u>
Rep: <u>Ron Foreman</u>	<u>Charleston WV 25302</u>	TOLL FREE
Email Address: <u>Ron.Foreman@aspenTechnologiesWV.com</u>		FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX+600000017

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:

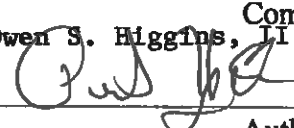
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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

Owen S. Higgins, II, Vice President



Authorized Signature

8/31/16

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: 181627

Doc Description: Addendum No. 3 - Request for Quotation for Security Cameras

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-22	2016-08-31 13:30:00	CRFQ 0702 TAX1600000017	4

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

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE

8/31/16

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

ADDITIONAL INFORMATION

Addendum

Addendum No. 03 issued to publish and distribute the attached information to the vendor community.

The West Virginia State Purchasing Division is soliciting bids, on behalf of the Tax Division of the West Virginia Department of Revenue, to establish a one-time construction contract for the purchase of a Security Camera System(s) including installation, testing, employee training and three years of full warranty coverage, including time and materials. Installed system must have night vision, must have clarity at three hundred (300) feet in total darkness, and must provide three hundred sixty (360) degree coverage of the building exterior, including the parking lots to the side and rear of the building, sidewalks in front of, beside, and behind the building. Existing interior cameras will be replaced and additional interior cameras added. The cameras which are replaced will be sent to Surplus Property for disposition. In addition, the installed system must be capable of being remotely monitored from an off-site location, via a secure IP address.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV25339-1748	OPERATIONS DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON US	WV 25301-1725

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Security Cameras	0.00000 1	Lot	\$88,693.59	\$88,693.59

Comm Code	Manufacturer	Specification	Model #
46171610	Avigilon		

Extended Description :

Security cameras needed to supply 360 degree coverage around the Revenue Center located at 1001 Lee St., East, Charleston, WV. All existing interior and exterior cameras will be replaced and additional interior and exterior cameras will be added.

SOLICITATION NUMBER: CRFQ TAX1600000017
Addendum Number: 03

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor question and agency answer.

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

Department of Revenue
Tax Division
Security Cameras
CRFQ TAX1600000017

Q1. During the meeting statement was made that DPS will monitor Tax & Revenue CCTV system.

Please confirm equipment and VMS included in this Tax & Revenue bid is required to directly interface with CCTV VMS and CCTV equipment located in Building 1 DPS command center.

A1. It does not have to interface with the CCTV VMS and CCTV equipment located in Building 1 DPS command center. The unit can be a standalone unit as long as the vendor is providing everything necessary for the system to be monitored from the command center located in Building 1 and 2 onsite locations at 1001 Lee Street, Charleston WV (or something to that affect).

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX±600000017

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:

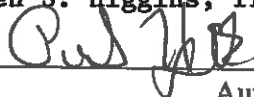
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 |

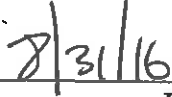
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Electronic Specialty Company

Owen S. Higgins, II, Vice President



Authorized Signature



Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

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
Request for Quotation for Security Cameras - CRFQ 0702 TAX160000017 - 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 31st day of August, 2016.

Principal Seal

Electronic Specialty Company
(Name of Principal)
By: [Signature]
(Must be) President, Vice President, or
Duly Authorized Agent
VICE PRESIDENT
(Title)

Surety Seal

Merchants Bonding Company (Mutual)
(Name of Surety)
By: [Signature]
Patricia A. Moye, 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.

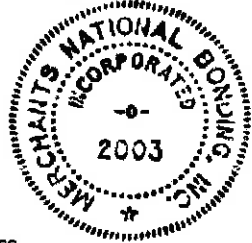
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

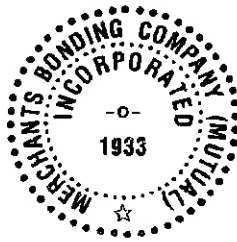


Wendy Woody
Notary Public, Polk County, Iowa

(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 31st day of August, 2016



William Warner Jr.
Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	CONTACT NAME: Janet Casto
	PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 888 751-3002 E-MAIL ADDRESS: jcasto@bbandt.com
INSURED Electronic Specialty Company 1325 Dunbar Ave; P O Box 400 Dunbar, WV 25064	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Insurance Company NAIC # 35289
	INSURER B: Brickstreet Mutual Insurance Co 12372
	INSURER C: Valley Forge Insurance Company 20508
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6012753685	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	6012753668	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6012753671 Follow Form	07/01/2016	07/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCB1018951 Includes Employers 23-4-2	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Security cameras Revenue Center at 1001 Lee Street, East, Charleston, WV 46171610
 State of West Virginia is included as Additional Insured on the General Liability section of the policy as required by written contract or agreement.

CERTIFICATE HOLDER State of West Virginia Dept. of Administration 2019 Washington Street East P O Box 50130 Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Monica Smith</i> <i>Licon</i> #7004451
---	---

CONFIDENTIAL

AVIGILON™

Send this PDF to Sales at Avigilon (sales@avigilon.com) or your local Avigilon representative to receive a quote on this design.

HD NVRs

Name	Model	Expansions	Storage	Total Data	Storage Time	Status
Server 1	HD-NVR3-PRM-32TB-NA	n/a	32 TB	308.64 Mbps	58 days 5 hours	Valid

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

CONFIDENTIAL

AVIGILON™

Cameras

Name	Model	NVR	Qty	Lens	IPS	Duty Cycle	Compression	Bitrate	Focal Length (mm)
Lower East Parking	29MP-HD-PRO-C	Server 1	1	LEF8518CA - Canon, 85mm, f/1.8, Auto-Iris	2	6	Quality 6	32.95 Mbps	N/A
Middle East Parking	29MP-HD-PRO-C	Server 1	1	LEF8518CA - Canon, 85mm, f/1.8, Auto-Iris	2	6	Quality 6	32.95 Mbps	N/A
Upper East Parking	29MP-HD-PRO-C	Server 1	1	LEF8518CA - Canon, 85mm, f/1.8, Auto-Iris	2	6	Quality 6	32.95 Mbps	N/A
South Left Parking	16MP-HD-PRO-C	Server 1	1	LEF8518CA - Canon, 85mm, f/1.8, Auto-Iris	3	6	Quality 6	27.80 Mbps	N/A
Lee Street Sidewalk	3.0W-H3-BO2-IR	Server 1	1	Built-In Lens, 9-22mm, f/1.6, P-Iris, Vari Focal	20	6	Quality 6	12.00 Mbps	14
Right South Park	16MP-HD-PRO-C	Server 1	1	LEF8518CA - Canon, 85mm, f/1.8, Auto-Iris	3	6	Quality 6	27.80 Mbps	N/A
Dickenson Street Sidewalk	3.0W-H3-BO2-IR	Server 1	1	Built-In Lens, 9-22mm, f/1.6, P-Iris, Vari Focal	20	6	Quality 6	12.00 Mbps	18
Camera to add by exits and replace existing analog cameras	2.0-H3M-DO1	Server 1	18	Built-In Lens, 2.8mm, f/2.0	30	6	Quality 6	6.82 Mbps	> max
South Parking Lot Under Awning	3.0C-H4A-BO2-IR	Server 1	1	Built-In Lens, 9-22mm, f/1.6, P-Iris, Vari Focal	20	6	Quality 6	7.44 Mbps	22

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

CONFIDENTIAL

AVIGILON™

Scene Details

Name	Mounting Height (ft)	Target Height (ft)	Target Distance (ft)	Scene Width (ft)	Mounting Angle	Maximum Distance (ft)	px/ft
Lower East Parking	14	6	225.1	146	75.5	394.1	45
Middle East Parking	14	6	269.4	145.1	78	471.7	45.3
Upper East Parking	14	6	225.4	140.4	76	394.7	46.8
South Left Parking	12.5	6	118.7	108.7	69.2	228.3	45.5
Lee Street Sidewalk	8.5	6	118.1	35.7	82.3	402.3	57.4
Right South Park	12.5	6	112.1	93	70.7	215.8	53.2
Dickenson Street Sidewalk	8.5	6	120.8	28.7	83.7	411.5	71.3
Camera to add by exits and replace existing analog cameras.	8.5	6	16.5	29.8	64.9	56.2	62.4
South Parking Lot Under Awning	8.5	8	58.4	15.3	82.2	198.9	133.3

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

CONFIDENTIAL

AVIGILON™

Server 1

Model: HD-NVR3-PRM-32TB-NA

Record Times

Model	Qty	Total Days	Full Days	Half Days	Quarter Days	Low Res. Days
29MP-HD-PRO-C	1	58 days 5 hours	19 days 19 hours	19 days 5 hours	19 days 5 hours	N/A
29MP-HD-PRO-C	1	58 days 5 hours	19 days 19 hours	19 days 5 hours	19 days 5 hours	N/A
29MP-HD-PRO-C	1	58 days 5 hours	19 days 19 hours	19 days 5 hours	19 days 5 hours	N/A
16MP-HD-PRO-C	1	58 days 5 hours	19 days 19 hours	19 days 5 hours	19 days 5 hours	N/A
3.0W-H3-BO2-IR	1	58 days 5 hours	58 days 5 hours	N/A	N/A	0 days 0 hours
16MP-HD-PRO-C	1	58 days 5 hours	19 days 19 hours	19 days 5 hours	19 days 5 hours	N/A
3.0W-H3-BO2-IR	1	58 days 5 hours	58 days 5 hours	N/A	N/A	0 days 0 hours
2.0-H3M-DO1	18	58 days 5 hours	58 days 5 hours	N/A	N/A	0 days 0 hours
3.0C-H4A-BO2-IR	1	58 days 5 hours	58 days 5 hours	N/A	N/A	0 days 0 hours

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

CONFIDENTIAL

AVIGILON™

Reference Image



Reference images are captured under ideal conditions. Poor lighting, increased compression, or use of a lower quality lens will affect the quality of the images captured.

Sales at Avigilon
+1.604.629.5182
sales@avigilon.com

Technical Support
+1.888.281.5182
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.