



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: 607427

Doc Description: Addendum 1-Audio Video Upgrades: Meeting & Conf Rms.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-05	2019-11-07 13:30:00	CRFQ 0210 ISC2000000007	2

**BID RECEIVING LOCATION**

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

RECEIVED

2019 NOV -7 PM 12:32

WV PURCHASING  
 DIVISION

**VENDOR**

Vendor Name, Address and Telephone Number:

**Electronic Specialty Company**  
 1325 Dunbar Avenue  
 Dunbar, WV 25064

(304) 766-6277

**FOR INFORMATION CONTACT THE BUYER**

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

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE 11-7-19

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 is being issued to publish to publish the mandatory pre-bid sign-in sheet and address all technical questions received.

\*\*\*\*\*

The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Technology to establish a contract for the following: Upgrade equipment to Conference Facilities and Meeting Rooms at the West Virginia State Training Center, the Gaston Caperton Training Center located in Building 7, and Conference Rooms located within the West Virginia Office of Technology in Buildings 5 and 6 per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lump Sum Cost for Equipment and Installation (attached)				189,839.76

Comm Code	Manufacturer	Specification	Model #
45111902			

**Extended Description :**

Vendor must include a bill of materials that confirms that the equipment being provided meets the mandatory requirements as listed in the specifications.

\*\*\*Failure to provide this information may result in disqualification of your bid.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Prebid at 9:00 AM (EDT)	2019-10-29
2	Technical Question Deadline at 9:00 AM (EDT)	2019-11-01

**SOLICITATION NUMBER:** CRFQ ISC2000000007

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. The purpose of this addendum is to publish the mandatory prebid sign in sheet and address all technical questions received.

No additional changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ ISC2000000007

Date of Pre-Bid Meeting: 10/29/2019 @ 9:00 AM

Location of Prebid Meeting: WVOT 10th Floor, Building 5

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Electronic Specialty Co	Tom Fitzgerald	1325 Dunbar Ave Dunbar, WV 25064	304-766-6277	304-766-6277	Tomfitz@electronic specialty.com
AVI-SPL	RON SCHALL	207 COMMERCE PK DR CROWN POINT PA 15266	724-302-6859	724-776-3890	RON_SCHALL @ AVISPL.COM
Lee Hartman & Sons	Todd Byrne	3 Davis Ct Hurricane WV 25526	304-744-4592		Tbyrne @ leehartman.com
WVOT	John Troneg	1700 KANAWHA BLVD E Bldg 5 / FL 10 CHALLENGER WV 25725	704-957-8158		John. Troneg @ wv.gov
WVOT	Carry Mike Donnell	1700 Kanawha Blvd E Building 5 10th Floor Challenger	304 957 8224		LarryD McDonnell @wv.gov
WVOT	Marilyn Padon	1900 Kanawha Blvd Build 5 10th Floor	304-588-6354		marilyn@j.padon @wv.gov

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ ISC2000000007  
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Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
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 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
DOP	Jeremy Walker	Capitol Complex, Bldg 3, Ste 500 1900 Kanawha Blvd, E Charleston, WV 25305	681-717-2656	—	jeremy.p.walker@wv.gov
DOP	Bobbie Seyedman	Same as above	691-330-2461	—	bobbie.r.seyedman@wv.gov
OT	Debra Pendleberry	1900 Kanawha Blvd Bldg 5 10th Floor	558-6304	—	debbie.l.pendleberry@wv.gov
OT	Jeff Wilson	1900 Kanawha Blvd Bldg 5 10th Floor	304-957-8156		Jeff.K.Wilson@wv.gov

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

**CRFQ ISC20-07 Audio Video Upgrades: Meeting & Conference Rooms (OT19133)**  
**Vendor Questions and WVOT Responses**  
**11/01/19**

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**Vendor Question 01**

In reviewing the bid specifications page 16 under the OT Conference Room 122A Building 6 section 19.1. You state "A quantity of one (1) LED Projector" and under section 19.1.1 "The vendor must provide a minimum of 7000 Lumens. "

LED projectors do not come in a 7000 lumen model. The most you can obtain in an LED model is around 5500 Lumen.

Question 1: Will you accept a model with 5500 Lumens Light output? Or do you want a Laser projector that can produce the 7000 Lumens specified?

The room size and ambient light level in the room suggests that the 5500 Lumen LED model will be more than adequate.

**WVOT Response 01**

The WVOT will accept a model with 5,500 Lumens Light Output.

*19 The Vendor must provide the following which will replace the current equipment in the OT Conference Room 122A – Building 6:*

*19.1 A quantity of one (1) LED Projector.*

*19.1.1 The Vendor must provide a minimum of ~~7000~~ 5,500 Lumens*

*19.1.2 The Vendor must provide compatible ceiling mounts and plates*

*19.1.3 The Vendor must provide compatible lenses*

**Vendor Question 02**

Question 2: During our pre-bid walkthrough it was stated that You (The State) will be providing the IPAD for the Capitol Room and the vendor does not have to supply this. Is this correct?

**WVOT Response 02**

The Agency will be purchasing the iPad from a statewide contract.

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

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

Electronic Specialty Company

\_\_\_\_\_  
Company



\_\_\_\_\_  
Owen S. Higgins, II, Vice President

\_\_\_\_\_  
Authorized Signature

11-7-19

\_\_\_\_\_  
Date

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



**Solicitation Type: CRFQ****Solicitation Number: ISC200000007****Supplied Equipment List:**

				<b>Capitol Room</b>
Qty.	Brand	Model	Description	
2	Eiki	EK-625U	7000 Lumen DLP Laser Projector/mount/lens	
2	Eiki	AH-A21010	Long Power Zoom	
2	Draper	251072	Cineperm 109" Diag Grey XH600V surface	
2	Samsung	QB75N QB75R New Model	Commercial 75" LED Television	
2	Chief	PWRSKUB	Large Flat Panel Swing Arm Wall Mount	
1	AMX	NX-3200	Control Processor	
1	AMX	MT-1002	10" Table top Touch Panel	
1	AMX	TPC-IPAD	Ipad Software License	
1	Ubiquiti	UAP-AC-Lite	Wireless Access Point	
1	Liberty AV	DL-HDM88A-H2	8 x 8 HDMI Matrix	
4	Liberty AV	DL-HD70LSIR	HD Base T Extension	
1	Sony	BDPS1700	Blu Ray Player	
1	Barco	CSE800	Wireless Laptop Interface for 4 interfaces	
1	Qomo	QPC-35C	Document Camera	
1	Spectrum	55213-P10020	46"w Flat surface Lectern	
1	Middle Atlantic	RFR-1628BR	Floor Cabinet	
1	Middle Atlantic	PD915R	Horizontal Power Strip	
1	Middle Atlantic	RFR-CABCOOL50	Cabinet Cooler	
1	Biamp	Nexia CS	Sound Processor	
6	QSC	AD-S4T-WH	Wall Mounted Speakers	
1	QSC	CMX300Va	Power Amplifier 70v 600watts mono	
1	Audio Technica	ATW T1107	Desktop Transmitter	
1	Audio Technica	ATW 1101	Wireless receiver	
1	Audio Technica	U859QL	Gooseneck Microphone	
2	Sennheiser	EW 100 G4-ME2/835-S-G	Combo Systems Lapel/Handheld	
1	Netgear	GS108PP-100NAS	8 Port POE Switch	
1	Lot		Wire and connectors	
1	Polycom	7200-64250-001	RealPresence Group 500 HD codec, EagleEyeIV-12x camera	
1	Polycom	2200-64390-002	Eagle Eye IV-4X Wide Angle Lens	
1	Polycom	PLY-3YEARAVD-500	3 year Advanced Replacement Service	
1	Polycom	2200-23809-002	White Primary Ceiling Mic Array	
1	Polycom	2200-23810-002	White Extension Ceiling Mic Array	

**Regents Room**

Qty.	Brand	Model	Description
1	Eiki	EK-625U	7000 Lumen DLP Laser Projector/mount/lens
1	Eiki	AH-A21010	Long Power Zoom
1	Draper	251072	Cineperm 109" Diag Grey XH600V surface
1	AMX	NX-2200	Control Processor
1	AMX	MT-1002	10" Table top Touch Panel
1	AMX	PSR5.4	Power Supply
1	Middle Atlantic	L2LDC2FCMGC	Cherry Lectern
1	Liberty	DL-HDM44A-H2	4 x 4 HDMI Switch with Audio
1	Liberty AV	DL-HD70LSIR	HD Base T Extension
1	Barco	CSE200	Clickshare
1	Sony	BDPS1700	Blu Ray Player
1	Netgear	GS108PP-100NAS	8 Port POE Switch
2	QSC	AD-S4T-WH	Wall Mounted Speakers
1	QSC	CMX300Va	Power Amplifier 70v 600watts mono
1	FSR	IT-VCM	Volume Control Module
1	Qomo	QPC-35C	Document Camera
1	Lot		Wire and connectors
1	Polycom	7200-65340-001	Group 310 HD codec, w/Eagle Eye 4x camera
1	Polycom	PLY-3YEARAVID-300	3 year Advanced Replacement Service
1	Polycom	2200-23809-002	White Primary Ceiling Mic Array
1	Polycom	2200-23810-002	White Extension Ceiling Mic Array

**Heritage Room**

Qty.	Brand	Model	Description
3	Epson	PowerLite 700U	4000 Lumen Laser Ultra Throw Projector
3	Epson	ELPMB53/ V12H902020	Projector Mount
1	AMX	NX-2200	Control Processor
1	AMX	MT-1002	10" Table top Touch Panel
1	AMX	PSR5.4	Power Supply
1	Spectrum	55213-P10020	46"w Flat surface Lectern
1	Barco	CSE200	Clickshare
1	Sony	BDPS1700	Blu Ray Player
1	Liberty	DL-HDM44A-H2	4 x 4 HDMI Switch with Audio
3	Liberty AV	DL-HD70LSIR	HD Base T Extension
1	FSR	IT-VCM	Volume Control Module
2	QSC	AD-S4T-WH	Wall Mounted Speakers
1	QSC	CMX300Va	Power Amplifier 70v 600watts mono
1	Netgear	GS108PP-100NAS	8 Port POE Switch
1	Qomo	QPC-35C	Document Camera
1	Lot		Wire and connectors

**Executive Conference Room**

Qty	Brand	Model	Description
1	Samsung	QB75N QB75R New Model	Commercial 75" LED Television
1	Chief	LTM1U	Large Fusion Micro Adjust Tilt Mount
1	AMX	NX-2200	Control Processor
1	AMX	PSR5.4	Power Supply
1	AMX	MT-1002	10" Table top Touch Panel
1	Netgear	GS108PP-100NAS	8 Port POE Switch
1	Barco	CSE200	Clickshare
1	Sony	BDPS1700	Blu Ray Player
1	Liberty	DL-HDM44A-H2	4 x 4 HDMI Switch with Audio
1	Qomo	QPC-35C	Document Camera
1	Polycom	7200-65340-001	Group 310 HD codec, w/Eagle Eye 4x camera
1	Polycom	PLY-3YEARAVID-300	3 year Advanced Replacement Service
1	Middle Atlantic	L2LDC2FCMGC	Cherry Lectern

#### Building 6 Room 122A

Qty.	Brand	Model	Description
1	Eiki	EK355U	LED Projector
1	Draper	251071	Cineperm 94" Diag Grey XH600V surface
1	Chief	KITPS003	Ceiling Mount Kit
1	Netgear	GS108PP-100NAS	8 Port POE Switch
1	Middle Atlantic	RFR-1628BR	Floor Cabinet
1	Middle Atlantic	PD915R	Horizontal Power Strip
1	Middle Atlantic	RFR-CABCOOL50	Cabinet Cooler
1	AMX	NX-2200	Control Processor
1	AMX	MT-1002	10" Table top Touch Panel
1	AMX	PSR5.4	Power Supply
1	Liberty	DL-HDM44A-H2	4 x 4 HDMI Switch with Audio
2	Liberty AV	DL-HD70LSIR	HD Base T Extension
1	Qomo	QPC-35C	Document Camera
1	Chief	LTM1U	Large Fusion Micro Adjust Tilt Mount
1	Samsung	QB75N QB75R New Model	Commercial 75" LED Television
1	Barco	CSE200	Clickshare
1	FSR	IT-VCN	Volume Control Module
2	QSC	AD-S4T-WH	Wall Mounted Speakers
1	QSC	CMX300Va	Power Amplifier 2 ch 200w p/ch
1	Polycom	7200-65340-001	Group 310 HD codec, w/Eagle Eye 4x camera
1	Polycom	PLY-3YEARAVID-300	3 year Advanced Replacement Service
1	Polycom	2200-23809-002	White Primary Ceiling Mic Array
1	Polycom	2200-23810-002	White Extension Ceiling Mic Array
1	Lot		Wire and connectors

#### Building 6 Tenth Floor Conference Room A

Qty.	Brand	Model	Description
1	Samsung	QB75N QB75R New Model	Commercial 75" LED Television
1	Chief	XSM1U	Large Fusion Micro Adjust Fixed Wall Mount

1 Barco CSE200 Clickshare

**Building 6 Tenth Floor Conference Room B**

Qty.	Brand	Model	Description
1	Samsung	QB75N QB75R New Model	Commercial 75" LED Television
1	Chief	XSM1U	Large Fusion Micro Adjust Fixed Wall Mount
1	Barco	CSE200	Clickshare



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 607427

Doc Description: Addendum 1-Audio Video Upgrades: Meeting & Conf Rms.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-05	2019-11-07 13:30:00	CRFQ 0210 ISC2000000007	2

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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

(304) 766-6277

**FOR INFORMATION CONTACT THE BUYER**

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

Owen S. Higgins, II, Vice President

Signature X

FEIN # 55-0452548

DATE

11-7-19

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 is being issued to publish the mandatory pre-bid sign-in sheet and address all technical questions received.

\*\*\*\*\*

The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Technology to establish a contract for the following: Upgrade equipment to Conference Facilities and Meeting Rooms at the West Virginia State Training Center, the Gaston Caperton Training Center located in Building 7, and Conference Rooms located within the West Virginia Office of Technology in Buildings 5 and 6 per the terms and conditions and specifications as attached.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lump Sum Cost for Equipment and Installation (attached)				189,839.76

Comm Code	Manufacturer	Specification	Model #
45111902			

**Extended Description :**

Vendor must include a bill of materials that confirms that the equipment being provided meets the mandatory requirements as listed in the specifications.

\*\*\*Failure to provide this information may result in disqualification of your bid.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Prebid at 9:00 AM (EDT)	2019-10-29
2	Technical Question Deadline at 9:00 AM (EDT)	2019-11-01

<b>ISC2000000007</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum 1-Audio Video Upgrades: Meeting & Conf Rms.	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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: 607427

Doc Description: Audio Video Upgrades: Meeting & Conference Rooms (OT19133)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-10-22	2019-11-07 13:30:00	CRFQ 0210 ISC2000000007	1

**BID RECEIVING LOCATION**

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Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
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## **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 **MANDATORY PRE-BID** meeting will be held at the following place and time:

Pre-Bid meeting will begin at WV Office of Technology 10th Floor, Building 5, Conference Room A and B; then to Building 7: Capitol Room, Heritage Room, Executive Room, Regents Room; then to Building 6 - Conference Room - 122A.

Date and Time: October 29, 2019 at 9:00 AM (EDT)

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 10/01/2019

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: **November 1, 2019 at 9:00 AM (EDT)**

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

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

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

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

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

**SEALED BID:**  
**BUYER:** Jessica Chambers  
**SOLICITATION NO.:** CRFQ ISC2000000007  
**BID OPENING DATE:** 11/07/2019  
**BID OPENING TIME:** 1:30 PM (EDT)  
**FAX NUMBER:** (304)558-3970

Revised 10/01/2019

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 \_\_\_\_\_ 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: **November 7, 2019 at 1:30 PM (EDT)**

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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



Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 90 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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



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

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

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

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

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

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

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

**30. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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"), provided that both the Other Government Entity and the Vendor agree. 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. 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](mailto: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.

Revised 10/01/2019

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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

## 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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. 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 contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.



# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV010229

**Classification:**

ELECTRICAL  
LOW VOLTAGE SYSTEMS  
COMMUNICATION & SOUND


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

**Date Issued**

**Expiration Date**

SEPTEMBER 26, 2019

SEPTEMBER 26, 2020



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.

**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;
- (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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

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

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

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

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

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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

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

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

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

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

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

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

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



**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.

Mark Eggleton, Service Manager  
\_\_\_\_\_  
(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)

 VICE PRESIDENT  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

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

11-7-19  
\_\_\_\_\_  
(Date)

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

REQUEST FOR QUOTATION  
Audio Video Upgrades to Conference Facilities and Meeting Rooms

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GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Office of Technology to establish a contract for the following:

Upgrade equipment to Conference Facilities and Meeting Rooms at the West Virginia State Training Center, the Gaston Caperton Training Center located in Building 7, and Conference Rooms located within the West Virginia Office of Technology in Buildings 5 and 6.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

- 2.1 **“Construction Services”** means upgrading audio video equipment for conference facilities and meeting rooms as more fully described in the Project Plans.
- 2.2 **“DLP”** means Digital Light Processing.
- 2.3 **“DVD”** means Digital Video Disc.
- 2.4 **“HD”** means High-Definition.
- 2.5 **“HDMI”** means High-Definition Multimedia Interface.
- 2.6 **“LCD”** means Liquid Crystal Display.
- 2.7 **“LED”** means Light-Emitting Diode.
- 2.8 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
- 2.9 **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 2.10 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.



REQUEST FOR QUOTATION  
**Audio Video Upgrades to Conference Facilities and Meeting Rooms**

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**2.11 “VCR”** means Video Cassette Recorder.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least twenty (20) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

REQUEST FOR QUOTATION  
**Audio Video Upgrades to Conference Facilities and Meeting Rooms**

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- x **No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

**10. CONDITIONS OF THE WORK**

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday 8:00 AM to 4:00 PM EST excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Removal or cleanup of trash and debris generated in performance of this contract. This includes left over screws, dust, boxes, or other debris left by Vendor's employees.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

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

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

**12. MISCELLANEOUS:**

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

**Contract Manager:** Mark Eggleton, Service Manager

**Telephone Number:** (304) 766-6277

**Fax Number:** (304) 766-6270

**Email Address:** marke@electronicspecialty.com

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**EXHIBIT A – Pricing Page**

See wvOASIS Pricing Section

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**EXHIBIT B – PROJECT PLANS**

West Virginia Office of Technology is seeking to upgrade Conference Facilities and Meeting Rooms at the West Virginia State Training Center, the Gaston Caperton Training Center located in Building 7, and Conference Rooms located within the West Virginia Office of Technology in Buildings 5 and 6.

The following is an overview of each conference room and meeting room in Buildings 5, 6, and 7 along with their current configuration.

***Executive Room – Building 7***

- Occupancy: 15 People
- 1 – 65” LCD monitor
- 1 – Polycom videoconferencing system / teleconferencing
- 1 – lectern (controls monitor, videoconferencing – allow presentation from laptop, DVD/VCR capabilities)

***Regents Room - Building 7***

- Occupancy: 25 People
- 1 - ceiling mounted projector
- 1 - projection screen
- 1 - lectern (controls projector, screen – allows presentation from laptop, DVD / VCR capabilities)
- Speakers
- Teleconferencing

***Capitol Room – Building 7***

- Occupancy: 150 with tables, 300 w/o tables
- 2 – ceiling mounted projectors
- 2 – projection screens (controlled remotely)
- 1 - speaker monitor (“52”)
- 2 – audience monitors (“52”)
- 1 – lectern (controls projectors, screens, monitors – DVD capability, laptop compatible)
- Speakers
- Teleconferencing

***Heritage Room - Training Room – Building 7***

- Occupancy: 12 students w/1 instructor
- 3 – wall mounted projectors
- 1 – lectern (controls projectors – allows presentation from laptop, DVD/VCR)

***OT Conference Room A – Building 5***

- Occupancy: 12

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- Portable projector

***OT Conference Room B – Building 5***

- Occupancy: 12
- 2 - LCD monitors

***OT Conference Room – Building 6 122A***

- Occupancy: 20
- 1 - LCD monitor

**Project Plan:** To upgrade equipment in Conference Facilities and Meeting Rooms at the West Virginia State Training Center, the Gaston Caperton Training Center located in Building 7, and Conference Rooms located within the West Virginia Office of Technology in Buildings 5 and 6.

**Executive Room – Building 7**

13. The Vendor must provide the following which will replace the current equipment in the Executive Room – Building 7:

13.1. A quantity of one (1) Samsung 75” LED Television (Part# QB75N), or Equal.

13.1.1. The Vendor must provide a minimum of 75” LED Television

13.1.2. The Vendor must provide a product with a minimum of 1.7GHz Quad Core processor, and memory interface with a minimum of 2.5 GB,

13.1.3. The Vendor must provide a product with the following input and output connections:

13.1.3.1. A minimum of one (1) DVI-D

13.1.3.2. A minimum of two (2) HDMI 2.0

13.1.3.3. A minimum of two (2) USB 2.0

13.1.3.4. A minimum of one (1) Stereo Mini Jack

13.1.3.5. A minimum of one (1) RS232C (in/out thru stereo jack RJ45

13.1.4. The Vendor must provide Extended Warranty Services for a minimum of four (4) years that includes the following:

13.1.4.1. Next Business Day (NBD) replacement.

13.1.4.2. On-site support for installation of replacement unit.

13.1.5. The Vendor must provide compatible wall mount capable of adjusting and tilting

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- 13.2.** A quantity of (1) AMX 10" TableTop Touch Panel, or Equal
  - 13.2.1.** The Vendor must provide an AMX Control Processor, or Equal
  - 13.2.2.** The Vendor must provide an AMX Power Supply, or Equal
  
- 13.3.** A quantity of one (1) Netgear (or Equal) 8 port Power Over Ethernet (POE) Switch
  
- 13.4.** A quantity of one (1) Barco Wireless Laptop Interface, or Equal
  - 13.4.1.** The Vendor must provide a minimum quantity of two (2) interfaces.
  - 13.4.2.** The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:
    - 13.4.2.1.** Email and phone consulting, technical support, with response time of 24 hours.
    - 13.4.2.2.** Next Business Day advance parts replacement.
  
- 13.5.** A quantity of one (1) Sony Blu-Ray Player (Part # BDPS1700), or Equal
  - 13.5.1.** The Vendor must provide a product that has an HDMI output, Coaxial digital audio output, USB input, and ethernet connection.
  
- 13.6.** A quantity of one (1) 4x4 HDMI Switch with Audio
  
- 13.7.** A quantity of one (1) Qomo QPC 35 Document camera, or Equal
  - 13.7.1.** The Vendor must provide a document camera that is capable of the following features:
    - 13.7.1.1.** Recording photos and videos.
    - 13.7.1.2.** A minimum 5-megapixel camera
    - 13.7.1.3.** A minimum 30 frames per seconds in high definition quality
    - 13.7.1.4.** Capable of autofocus and auto white balance.
  
- 13.8.** A quantity of one (1) Polycom Group 310 HD codec, with Eagle Eye 4x Camera (or Equal)
  - 13.8.1.** The Vendor must provide video conferencing system that is compatible with Microsoft Skype for Business
  - 13.8.2.** The Vendor must provide Polycom Premier Extended Service Agreements, or Equal for 3-years from the date of acceptance of system.
  - 13.8.3.** The Vendor's extended service agreement (warranty) must provide the following:
    - 13.8.3.1.** Advance parts replacement with next business day shipping
    - 13.8.3.2.** Support by telephone, online, and email must be available 24 hours a day for troubleshooting technical issues.
    - 13.8.3.3.** Access to knowledge base and technical documentation.

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**13.8.3.4.** Access to fixes and release updates.

**13.9.** A quantity of one (1) lectern

**13.9.1.** The Vendor must provide a lectern with the following features:

**13.9.1.1.** controls monitor, videoconferencing, and DVD/VCR capabilities

**13.9.1.2.** Allows presentation from laptop

**Regents Room – Building 7**

**14.** The Vendor must provide the following which will replace the current equipment in the Regents Room – Building 7:

**14.1.** A quantity of one (1) DLP Laser Projector.

**14.1.1.** The Vendor must provide a minimum of 7000 Lumens

**14.1.2.** The Vendor must provide compatible mounts

**14.1.3.** The Vendor must provide compatible lenses

**14.2.** A quantity of one (1) Draper 109” Diagonal Grey XH600V surface, or Equal.

**14.3.** A quantity of (1) AMX 10” TableTop Touch Panel, or Equal

**14.3.1.** The Vendor must provide an AMX Control Processor, or Equal

**14.3.2.** The Vendor must provide an AMX Power Supply, or Equal

**14.4.** A quantity of one (1) Middle Atlantic Lectern (Part # L2LDC2FCMGC), or Equal

**14.4.1.** The Vendor must provide a lectern that is 28” W x 25” D x 43” H.

**14.4.2.** The Vendor must provide a lectern with the following features:

**14.4.2.1.** controls monitor, videoconferencing, and DVD/VCR capabilities

**14.4.2.2.** Allows presentation from laptop

**14.5.** A quantity of one (1) 4x4 HDMI Switch with Audio

**14.5.1.** The Vendor must provide a quantity of one (1) HD Base T Extension

**14.6.** A quantity of one (1) Barco Wireless Laptop Interface, or Equal

**14.6.1.** The Vendor must provide a minimum quantity of two (2) interfaces.

**14.6.2.** The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:





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**Capitol Room – Building 7**

**15.** The Vendor must provide the following which will replace the current equipment in the Capitol Room – Building 7:

**15.1.** A quantity of two (2) DLP Laser Projector.

**15.1.1.** The Vendor must provide a minimum of 7000 Lumens

**15.1.2.** The Vendor must provide compatible mounts

**15.1.3.** The Vendor must provide compatible lenses

**15.2.** A quantity of two (2) Draper 109” Diagonal Grey XH600V surface, or Equal.

**15.3.** A quantity of two (2) Samsung 75” LED Television (Part # QB75N), or Equal.

**15.3.1.** The Vendor must provide a minimum of 75” LED Television

**15.3.2.** The Vendor must provide a product with a minimum of 1.7GHz Quad Core processor, and memory interface with a minimum of 2.5 GB,

**15.3.3.** The Vendor must provide a product with the following input and output connections:

**15.3.3.1.** A minimum of one (1) DVI-D

**15.3.3.2.** A minimum of two (2) HDMI 2.0

**15.3.3.3.** A minimum of two (2) USB 2.0

**15.3.3.4.** A minimum of one (1) Stereo Mini Jack

**15.3.3.5.** A minimum of one (1) RS232C (in/out thru stereo jack RJ45

**15.3.4.** The Vendor must provide Extended Warranty Services for a minimum of four (4) years that includes the following:

**15.3.4.1.** Next Business Day (NBD) replacement.

**15.3.4.2.** On-site support for installation of replacement unit.

**15.3.5.** The Vendor must provide compatible large flat panel swing arm wall mount for each.

**15.4.** A quantity of (1) AMX 10” TableTop Touch Panel, or Equal

**15.4.1.** The Vendor must provide an AMX Control Processor, or Equal

**15.4.2.** The Vendor must provide an AMX Power Supply, or Equal

**15.5.** A quantity of one (1) wireless access point

**15.6.** A quantity of one (1) 8x8 HDMI Matrix

**15.6.1.** The Vendor must provide a quantity of four (4) HD Base T Extension

**15.7.** A quantity of one (1) Sony Blu-Ray player (Part # BDPS1700), or Equal

**15.7.1.** The Vendor must provide a product that has an HDMI output, Coaxial digital audio output, USB input, and ethernet connection.

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- 15.8.** A quantity of one (1) Barco Wireless Laptop Interface, or Equal
  - 15.8.1.** The Vendor must provide a minimum quantity of four (4) interfaces.
  - 15.8.2.** The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:
    - 15.8.2.1.** Email and phone consulting, technical support, with response time of 24 hours.
    - 15.8.2.2.** Next Business Day advance parts replacement.
  
- 15.9.** A quantity of one (1) Qomo QPC 35 Document Camera, or Equal
  - 15.9.1.** The Vendor must provide a document camera that is capable of the following features:
    - 15.9.1.1.** Recording photos and videos.
    - 15.9.1.2.** A minimum 5-megapixel camera
    - 15.9.1.3.** A minimum 30 frames per seconds in high definition quality
    - 15.9.1.4.** Capable of autofocus and auto white balance.
  
- 15.10.** A quantity of one (1) Spectrum Lectern (Part# 55213-P10020), or Equal
  - 15.10.1.** The Vendor must provide a minimum of 46" wide flat surface lectern
  - 15.10.2.** The Vendor must provide a lectern with the following features:
    - 15.10.2.1.** controls monitor, videoconferencing, and DVD/VCR capabilities
    - 15.10.2.2.** Allows presentation from laptop
  
- 15.11.** A quantity of one (1) Middle Atlantic Floor Cabinet (Part# RFR-1628BR), or Equal
  - 15.11.1.** The Vendor must provide a floor cabinet that is 28 ¼" D x 35" H X 19" W
  - 15.11.2.** The Vendor must provide a cabinet cooler
  
- 15.12.** A quantity of (1) Middle Atlantic Horizontal Power Strip (Part# PD-915R), or Equal
  - 15.12.1.** The Vendor must provide a product with a minimum of nine (9) outlets.
  
- 15.13.** A quantity of one (1) Biamp Sound Processor, or Equal
  
- 15.14.** A quantity of six (6) wall mounted speakers
  - 15.14.1.** The Vendor must provide power amplifier
  
- 15.15.** A quantity of one (1) Desktop Transmitter
  
- 15.16.** A quantity of one (1) wireless receiver

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- 15.17. A quantity of one (1) gooseneck microphone
- 15.18. A quantity of two (2) combo - lapel and handheld microphone system.
- 15.19. A quantity of one (1) Netgear (or Equal) 8 port Power Over Ethernet (POE) Switch
- 15.20. A quantity of one (1) wire and connectors
- 15.21. A quantity of one (1) Polycom Group 310 HD codec, with Eagle Eye 12x Camera (or Equal)
  - 15.21.1. The Vendor must provide video conferencing system that is compatible with Microsoft Skype for Business.
  - 15.21.2. The Vendor must provide a quantity of (1) white primary ceiling microphone array.
  - 15.21.3. The Vendor must provide a quantity of (1) white extension ceiling microphone array.
  - 15.21.4. The Vendor must provide Polycom Premier Extended Service Agreements, or Equal for 3-years from the date of acceptance of system.
  - 15.21.5. The Vendor's extended service agreement (warranty) must provide the following:
    - 15.21.5.1. Advance parts replacement with next business day shipping
    - 15.21.5.2. Support by telephone, online, and email must be available 24 hours a day for troubleshooting technical issues.
    - 15.21.5.3. Access to knowledge base and technical documentation.
    - 15.21.5.4. Access to fixes and release updates.

**Heritage Room – Building 7**

- 16. The Vendor must provide the following which will replace the current equipment in the Heritage Room – Building 7:
  - 16.1. A quantity of three (3) Epson Ultra Throw Projectors, or Equal
    - 16.1.1. The Vendor must provide a minimum of 4000 Lumens
    - 16.1.2. The Vendor must provide a product with a minimum of a 3-year warranty that includes phone consulting and tech support.
    - 16.1.3. The Vendor must provide compatible mounts
  - 16.2. A quantity of (1) AMX 10" TableTop Touch Panel, or Equal

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- 16.2.1. The Vendor must provide an AMX Control Processor, or Equal
- 16.2.2. The Vendor must provide an AMX Power Supply, or Equal
  
- 16.3. A quantity of one (1) 4x4 HDMI Switch with Audio
  - 16.3.1. The Vendor must provide a quantity of three (3) HD Base T Extension
  
- 16.4. A quantity of one (1) Sony Blu-Ray Player (Part # BDPS1700), or Equal
  - 16.4.1. The Vendor must provide a product that has an HDMI output, Coaxial digital audio output, USB input, and ethernet connection.
  
- 16.5. A quantity of one (1) Barco Wireless Laptop Interface, or Equal
  - 16.5.1. The Vendor must provide a minimum quantity of two (2) interfaces
  - 16.5.2. The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:
    - 16.5.2.1. Email and phone consulting, technical support, with response time of 24 hours.
    - 16.5.2.2. Next Business Day advance parts replacement.
  
- 16.6. A quantity of one (1) Qomo QPC 35 Document Camera, or Equal
  - 16.6.1. The Vendor must provide a document camera that is capable of the following features:
    - 16.6.1.1. Recording photos and videos.
    - 16.6.1.2. A minimum 5-megapixel camera
    - 16.6.1.3. A minimum 30 frames per seconds in high definition quality
    - 16.6.1.4. Capable of autofocus and auto white balance.
  
- 16.7. A quantity of one (1) Spectrum Lectern (Part # 55213-P10020), or Equal
  - 16.7.1. The Vendor must provide a minimum of 46" wide flat surface lectern
  - 16.7.2. The Vendor must provide a lectern with the following features:
    - 16.7.2.1. controls monitor, videoconferencing, and DVD/VCR capabilities
    - 16.7.2.2. Allows presentation from laptop
  
- 16.8. A quantity of two (2) wall mounted speakers
  - 16.8.1. The Vendor must provide power amplifier 70v 600-watt mono
  
- 16.9. A quantity of one (1) Netgear (or Equal) 8 port Power Over Ethernet (POE) Switch

**OT Conference Room A – Building 5**

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**17. The Vendor must provide the following which will replace the current equipment in the OT Conference Room A – Building 5:**

- 17.1. A quantity of one (1) Samsung 75” LED Television (Part # QB75N), or Equal.**
  - 17.1.1. The Vendor must provide a minimum of 75” LED Television**
  - 17.1.2. The Vendor must provide a product with a minimum of 1.7GHz Quad Core processor, and memory interface with a minimum of 2.5 GB,**
  - 17.1.3. The Vendor must provide a product with the following input and output connections:**
    - 17.1.3.1. A minimum of one (1) DVI-D**
    - 17.1.3.2. A minimum of two (2) HDMI 2.0**
    - 17.1.3.3. A minimum of two (2) USB 2.0**
    - 17.1.3.4. A minimum of one (1) Stereo Mini Jack**
    - 17.1.3.5. A minimum of one (1) RS232C (in/out thru stereo jack RJ45**
  - 17.1.4. The Vendor must provide Extended Warranty Services for a minimum of four (4) years that includes the following:**
    - 17.1.4.1. Next Business Day (NBD) replacement.**
    - 17.1.4.2. On-site support for installation of replacement unit.**
    - 17.1.4.3. The Vendor must provide wall mount capable of adjusting and tilting**
- 17.2. A quantity of one (1) Barco Wireless Laptop Interface, or Equal**
  - 17.2.1. The Vendor must provide a minimum quantity of two (2) interfaces.**
  - 17.2.2. The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:**
    - 17.2.2.1. Email and phone consulting, technical support, with response time of 24 hours.**
    - 17.2.2.2. Next Business Day advance parts replacement.**

**OT Conference Room B – Building 5**

**18. The Vendor must provide the following which will replace the current equipment in the OT Conference Room B – Building 5:**

- 18.1. A quantity of one (1) Samsung 75” LED Television (Part # QB75N), or Equal.**
  - 18.1.1. The Vendor must provide a minimum of 75” LED Television**
  - 18.1.2. The Vendor must provide a product with a minimum of 1.7GHz Quad Core processor, and memory interface with a minimum of 2.5 GB,**
  - 18.1.3. The Vendor must provide a product with the following input and output connections:**

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- 18.1.3.1. A minimum of one (1) DVI-D
        - 18.1.3.2. A minimum of two (2) HDMI 2.0
        - 18.1.3.3. A minimum of two (2) USB 2.0
        - 18.1.3.4. A minimum of one (1) Stereo Mini Jack
        - 18.1.3.5. A minimum of one (1) RS232C (in/out thru stereo jack RJ45)
      - 18.1.4. The Vendor must provide Extended Warranty Services for a minimum of four (4) years that includes the following:
        - 18.1.4.1. Next Business Day (NBD) replacement.
        - 18.1.4.2. On-site support for installation of replacement unit.
      - 18.1.5. The Vendor must provide wall mount capable of adjusting and tilting
  - 18.2. A quantity of one (1) Barco Wireless Laptop Interface, or Equal
    - 18.2.1. The Vendor must provide a minimum quantity of two (2) interfaces.
    - 18.2.2. The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:
      - 18.2.2.1. Email and phone consulting, technical support, with response time of 24 hours.
      - 18.2.2.2. Next Business Day advance parts replacement.

**OT Conference Room 122A – Building 6**

- 19. The Vendor must provide the following which will replace the current equipment in the OT Conference Room 122A – Building 6:
  - 19.1. A quantity of one (1) LED Projector.
    - 19.1.1. The Vendor must provide a minimum of 7000 Lumens
    - 19.1.2. The Vendor must provide compatible ceiling mounts and plates
    - 19.1.3. The Vendor must provide compatible lenses
  - 19.2. A quantity of one (1) Draper 94” Diagonal Grey XH600V surface, or Equal.
  - 19.3. A quantity of (1) AMX 10” TableTop Touch Panel, or Equal
    - 19.3.1. The Vendor must provide an AMX Control Processor, or Equal
    - 19.3.2. The Vendor must provide an AMX Power Supply, or Equal
  - 19.4. A quantity of one (1) Netgear (or Equal) 8 port Power Over Ethernet (POE) Switch
  - 19.5. A quantity of one (1) 4x4 HDMI Switch with Audio
    - 19.5.1. The Vendor must provide a quantity of two (2) HD Base T Extension

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- 19.6.** A quantity of one (1) Samsung 75" LED Television (Part # QB75N), or Equal.
  - 19.6.1.** The Vendor must provide a minimum of 75" LED Television
  - 19.6.2.** The Vendor must provide a product with a minimum of 1.7GHz Quad Core processor, and memory interface with a minimum of 2.5 GB,
  - 19.6.3.** The Vendor must provide a product with the following input and output connections:
    - 19.6.3.1.** A minimum of one (1) DVI-D
    - 19.6.3.2.** A minimum of two (2) HDMI 2.0
    - 19.6.3.3.** A minimum of two (2) USB 2.0
    - 19.6.3.4.** A minimum of one (1) Stereo Mini Jack
    - 19.6.3.5.** A minimum of one (1) RS232C (in/out thru stereo jack RJ45)
  - 19.6.4.** The Vendor must provide Extended Warranty Services for a minimum of four (4) years that includes the following:
    - 19.6.4.1.** Next Business Day (NBD) replacement.
    - 19.6.4.2.** On-site support for installation of replacement unit.
  - 19.6.5.** The Vendor must provide micro adjust tilt mount
  
- 19.7.** A quantity of one (1) Barco Wireless Laptop Interface, or Equal
  - 19.7.1.** The Vendor must provide a minimum quantity of two (2) interfaces.
  - 19.7.2.** The Vendor must provide an extended service agreement for a minimum of five (5) years. Extended service agreement must include the following:
    - 19.7.2.1.** Email and phone consulting, technical support, with response time of 24 hours.
    - 19.7.2.2.** Next Business Day advance parts replacement.
  
- 19.8.** A quantity of one (1) Qomo QPC 35 Document Camera, or Equal
  - 19.8.1.** The Vendor must provide a document camera that is capable of the following features:
    - 19.8.1.1.** Recording photos and videos.
    - 19.8.1.2.** A minimum 5-megapixel camera
    - 19.8.1.3.** A minimum 30 frames per seconds in high definition quality
    - 19.8.1.4.** Capable of autofocus and auto white balance.
  
- 19.9.** A quantity of one (1) Middle Atlantic Floor Cabinet (Part # RFR-1628BR), or Equal
  - 19.9.1.** The Vendor must provide a floor cabinet that is 28 ¼" D x 35" H X 19" W
  - 19.9.2.** The Vendor must provide a cabinet cooler



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**19.10.** A quantity of (1) Middle Atlantic Horizontal Power Strip (Part # PD-915R), or Equal

**19.10.1.** The Vendor must provide a product with a minimum of nine (9) outlets.

**19.11.** A quantity of two (2) wall mounted speakers

**19.11.1.** The Vendor must provide power amplifier 2 channel 200-watt.

**19.12.** A quantity of one (1) Polycom Group 310 HD codec, with Eagle Eye 4x Camera (or Equal)

**19.12.1.** The Vendor must provide video conferencing system that is compatible with Microsoft Skype for Business

**19.12.2.** The Vendor must provide a quantity of (1) white primary ceiling microphone array.

**19.12.3.** The Vendor must provide a quantity of (1) white extension ceiling microphone array.

**19.12.4.** The Vendor must provide Polycom Premier Extended Service Agreements, or Equal for 3-years from the date of acceptance of system.

**19.12.5.** The Vendor's extended service agreement (warranty) must provide the following:

**19.12.5.1.** Advance parts replacement with next business day shipping

**19.12.5.2.** Support by telephone, online, and email must be available 24 hours a day for troubleshooting technical issues.

**19.12.5.3.** Access to knowledge base and technical documentation.

**19.12.5.4.** Access to fixes and release updates.

**Removal and Installation Services**

**20.** The Vendor must remove existing equipment and deliver to the WV Office of Technology's Warehouse at 908 Bullitt Street, Charleston, WV 25301.

**20.1.** The Vendor will coordinate with the WVOT Warehouse Manager to schedule delivery of the retiring equipment.

**21.** The Vendor must provide installation, label, and configure all hardware components. This will be coordinated with the WVOT Project Manager.

**21.1.** The Vendor will coordinate with the WVOT Project Manager to schedule installation for each location.

**21.2.** The Vendor must provide configuration documentation for the equipment in each location. The documentation must include a map or diagram to show how each component is connected the hardware settings.

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**Audio Video Upgrades to Conference Facilities and Meeting Rooms**

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22. The Vendor must ensure that all equipment is operating effectively and efficiently within 90 calendar days after notice to proceed.

**Training Services**

23. The Vendor must provide onsite training on troubleshooting technical issues with the audio video and web conferencing equipment.

- 23.1. The Vendor will provide a maximum total of four (4) hours of training for following staff members with the WV Division of Personnel, Organization and Human Resource Development (OHRD) and the WV Office of Technology (WVOT).

- 23.1.1. Each Agency will contact the winning Vendor via email or by phone to schedule the training sessions (post award).

23.1.1.1. OHRD – Staff:

23.1.1.1.1. A quantity of one (1) Assistant Director

23.1.1.1.2. A quantity of one (1) Manager

23.1.1.1.3. A quantity of three (3) Training Consultants

23.1.1.1.4. A quantity of two (2) Design Team

23.1.1.1.5. A quantity of two (2) Administrative Staff

23.1.1.2. WVOT – Staff

23.1.1.2.1. An estimated quantity of one (1) OT Field Tech

- 23.2. The Vendor will provide an instructor-led walk through to the following locations with the designated Agency staff members responsible for troubleshooting the equipment.

23.2.1. Executive Room – Building 7 with OHRD Staff and WVOT Staff

23.2.2. Regents Room – Building 7 with OHRD Staff and WVOT Staff

23.2.3. Capitol Room – Building 7 with OHRD Staff and WVOT Staff

23.2.4. Heritage Room – Building 7 with OHRD Staff and WVOT Staff

23.2.5. OT Conference Room A – Building 5 with WVOT Staff

23.2.6. OT Conference Room B – Building 5 with WVOT Staff

23.2.7. OT Conference Room – Building 6 122A with WVOT Staff

- 23.3. The Vendor must provide operating manuals and configuration guides, in English language, for all of the equipment listed in the following:

23.3.1. Executive Room – Building 7

23.3.2. Regents Room – Building 7

23.3.3. Capitol Room – Building 7

23.3.4. Heritage Room – Building 7

23.3.5. OT Conference Room A – Building 5

23.3.6. OT Conference Room B – Building 5

23.3.7. OT Conference Room – Building 6 122A

# 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, 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**,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

**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:** 

**Date:** 11-7-19

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



**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, Thomas Epps, 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.

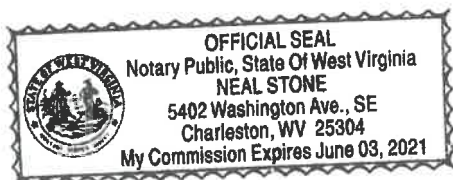
Printed Name: Thomas Epps  
Signature:   
Title: General Manager  
Company Name: Electronic Specialty Company  
Date: 11/07/2019

Taken, subscribed and sworn to before me this 7 day of Nov, 2019.

By Commission expires June 3, 2021

(Seal)

  
(Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:  Owen S. Higgins, II, Vice President Date: 11-7-19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Contracting Business Entity:** Electronic Specialty Company **Address:** 1325 Dunbar Avenue

**Authorized Agent:** Owen S. Higgins, II, Vice President **Address:** Dunbar, WV 25064

**Contract Number:** ISC2000000007 **Contract Description:** Audio Video Upgrades: Meeting & Conf. Rooms

**Governmental agency awarding contract:** Department of Administration

**Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Owen S. Higgins, II  
William K. Miller

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 11-7-19

**Notary Verification**

State of West Virginia, County of Kanawha:

I, Owen S. Higgins, II, Vice President, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7 day of NOVEMBER, 2019.

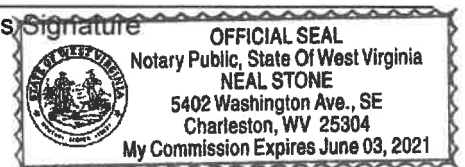
  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Electronic Specialty Company

Contract/Lease Number ("Contract"):


Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.



12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.
- Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____	Vendor: Electronic Specialty Company
By: _____	By: 
Printed Name: _____	Printed Name: Owen S. Higgins, II
Title: _____	Title: Vice President
Date: _____	Date: 11-7-19



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

ALLAN L. MCVEY  
CABINET SECRETARY

W. MICHAEL SHEETS  
DIRECTOR

## State of West Virginia Bid Opportunity

<b>Solicitation Type</b>	CRFQ
<b>Solicitation No.</b>	ISC2000000007
<b>Description:</b>	Audio Video Upgrades: Meeting & Conference Rooms
<b>Deadline for Q&amp;A:</b>	11/01/2019 9:00 AM
<b>Mandatory Bid Conference:</b>	10/29/2019 9:00 AM
<b>Bid Closing Date and Time:</b>	11/07/2019 1:30 PM

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit [www.wvOASIS.gov](http://www.wvOASIS.gov), and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$10,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division  
[WVPurchasing.gov](http://WVPurchasing.gov)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Electronic Specialty Company  
of Dunbar, WV, as Principal, and Western Surety Company  
of Chicago, IL, a corporation organized and existing under the laws of the State of  
SD with its principal office in the City of Chicago, 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  
Audio Video Upgrades: Meeting & Conference Rooms (OT19133) - CRFQ 0210 ISC2000000007 - 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 7th day of November, 2019.

Principal Seal

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

Surety Seal

Western Surety Company  
(Name of Surety)  
By: [Signature]  
Patricia A. Moyer, WV Resident Agent Attorney-in-Fact

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Individually**

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

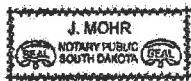
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of November, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

