



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1196720

Procurement Type: Central Purchase Order

Vendor ID: 000000113760

Legal Name: NEWTECH SYSTEMS INC

Alias/DBA:

Total Bid: \$304,319.28

Response Date: 05/03/2023

Response Time: 10:55

Responded By User ID: cjaney

First Name: Chris

Last Name: Janey

Email: cjaney@newtech-sys.com

Phone: 304-766-0000

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2300000019

Published Date: 4/25/23

Close Date: 5/3/23

Close Time: 13:30

Status: Closed

Solicitation Description: (Construction) Rock Branch WHSE Fencing & Electronic Securit

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1196720  
**Solicitation Description:** (Construction) Rock Branch WHSE Fencing & Electronic Security  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-05-03 13:30	SR 0603 ESR05032300000005554	1

**VENDOR**  
 000000113760  
 NEWTECH SYSTEMS INC

**Solicitation Number:** CRFQ 0603 ADJ2300000019  
**Total Bid:** 304319.2800000000279396772384 **Response Date:** 2023-05-03 **Response Time:** 10:55:10  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Item #1-Fencing Installation				203888.89

Comm Code	Manufacturer	Specification	Model #
72154013			

**Commodity Line Comments:**

**Extended Description:**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete installation of new fencing around rear perimeter of building at the Rock Branch Warehouse in Poca, WV, per the attached specifications and documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item #2-CCTV, ACS, Intercoms, and Server Racks				100430.39

Comm Code	Manufacturer	Specification	Model #
46170000			

**Commodity Line Comments:**

**Extended Description:**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services for installation of a new Access Control System (ACS), Audio Intercom System, Server Cabinet with Fiber, and site Closed Circuit Television (CCTV) at the Rock Branch Warehouse in Poca, WV, per the attached specifications and documentation.



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 1196720		<b>Reason for Modification:</b>	
<b>Doc Description:</b> (Construction) Rock Branch WHSE Fencing & Electronic Securit			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-03-21	2023-04-17 13:30	CRFQ 0603 ADJ2300000019	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000113760  
 Vendor Name : *NEWTECH SYSTEMS, INC.*  
 Address : *420 16TH STREET*  
 Street :  
 City : *DUNBAR*  
 State : *WV.* Country : *USA* Zip : *25064*  
 Principal Contact : *THOMAS A. KIBLER*  
 Vendor Contact Phone (*606*) *325-0306* Extension: *122*

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

Vendor Signature X *Thomas A. Kibler* FEIN# *20-5736303* DATE *4/28/23*

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

**ADDITIONAL INFORMATION**

Construction:

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting bids from qualified contractors for fencing construction and a Electronic Security Systems ("ESS") installation at the Rock Branch Warehouse in Poca, WV, per the attached documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		WVNG/ROCK BRANCH	
CHARLESTON WV		ROCK BRANCH INDUSTRIAL PARK 160 JACOBSON DRIVE	
US		POCA WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1-Fencing Installation				

Comm Code	Manufacturer	Specification	Model #
72154013			

**Extended Description:**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete installation of new fencing around rear perimeter of building at the Rock Branch Warehouse in Poca, WV, per the attached specifications and documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		WVNG/ROCK BRANCH	
CHARLESTON WV		ROCK BRANCH INDUSTRIAL PARK 160 JACOBSON DRIVE	
US		POCA WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2-CCTV, ACS, Intercoms, and Server Racks				

Comm Code	Manufacturer	Specification	Model #
46170000			

**Extended Description:**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services for installation of a new Access Control System (ACS), Audio Intercom System, Server Cabinet with Fiber, and site Closed Circuit Television (CCTV) at the Rock Branch Warehouse in Poca, WV, per the attached specifications and documentation.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting At 10:00 am est.	2023-04-06
2	Technical Questions Due By Noon est.	2023-04-11

	Document Phase	Document Description	Page
ADJ2300000019	Draft	(Construction) Rock Branch WHSE Fencing & Electronic Securit	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

West Virginia Army National Guard - Rock Branch Warehouse  
Rock Branch Industrial Park  
160 Jacobson Drive, Poca, WV 25159  
Thursday, April 6, 2023 at 10:00 AM EST

See solicitation documents for further instructions.

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: April 11, 2023, at Noon est.

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: David.H.Pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus  N/A  convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**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: April 17, 2023, at 1:30 pm est.

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

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

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

**10. 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 must 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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 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. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 sixty (60) 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:

the contract will continue for \_\_\_\_\_ years;

the 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Contractors License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. 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 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.

**\*\*\*Please make Insurance Certificate Holder to Read\*\*\***  
West Virginia Army National Guard  
1707 Coonskin Drive, Charleston, WV 25311

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** 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.

**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.

Liquidated Damages Are Not Included in this Contract.

**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:** 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 maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. 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.

**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 regarding 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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.



**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. BONDS:** The following bonds must be submitted:

- a. BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. 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. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- c. 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. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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.

**3.1. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

#### **9. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

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

**10. 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.



**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Newtech Systems, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
All Quality Construction	WV033713

Attach additional pages if necessary

**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.

(Printed Name and Title) CHRIS JANEY - ACCOUNT REPRESENTATIVE

(Address) 420 16TH STREET DUNBAR, WV. 25064

(Phone Number) / (Fax Number) (304) 766-0000 / (304) 766-0003

(Email address) cjaney@newtech-sys.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

NEWTECH SYSTEMS, INC.

(Company)

Thomas A. Kibler

(Signature of Authorized Representative)

THOMAS A. KIBLER - VICE PRESIDENT 4/28/23

(Printed Name and Title of Authorized Representative) (Date)

(606) 325-0306 / (606) 325-0308

(Phone Number) (Fax Number)

+Kibler@newtech-sys.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ23\*19  
Rock Branch Warehouse Fencing and Security Improvements

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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 the West Virginia Army National Guard, Construction & Facilities Management Office to establish a contract for the following:

INSTALLATION OF FENCING AROUND REAR PERIMETER OF BUILDING  
ALONG WITH INSTALLATION OF A NEW ESS SECURITY SYSTEM AT THE  
ROCK BRANCH WAREHOUSE LOCATED AT 160 JACOBSON DRIVE, POCA,  
WV 25159.

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 the installation of fencing around rear perimeter of building along with installation of a new Electronic Security System (“ESS”) security system as more fully described in the Project Plans.

2.2 **“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.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **“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-E, Vendors can obtain copies in accordance with Section 9 of these Specifications.

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 five (5) projects that involved work similar to that described

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**Rock Branch Warehouse Fencing and Security Improvements**

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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. **This project does not contain alternates.**
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.
  - 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.

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**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 from 7:30am to 4:00pm 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.** Contractor is responsible for removing all construction debris.

**10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material, off-site and at the Contractor's expense.

**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.

**10.5. Payment:**

**10.5.1.** Invoice must include, at a minimum, invoice date, FEIN number, complete address of Vendor and contract number.

**10.5.2.** Invoices shall be mailed to the following address:

WV Army National Guard  
Construction & Facilities Management Office  
1707 Coonskin Drive  
Attn: Accounts Payable  
Charleston, WV 25311

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**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:

**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:** Chris Janey

**Telephone Number:** 304.766.0000 ext. 209

**Fax Number:** 304.766.0003

**Email Address:** cjaney@newtech-sys.com

**a. Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

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**EXHIBIT A – Pricing Page**

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**EXHIBIT B – PROJECT PLANS**

**13. GENERAL REQUIREMENTS:**

**13.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**13.1.1** All work to be performed according to specifications provided in the following attachments.

**13.1.1.1 Exhibit A Pricing Page**

**13.1.1.2 Exhibit B Project Plans**

**13.1.1.3 Exhibit C Fence Drawings**

**13.1.1.4 Exhibit D Fence Specifications**

**13.1.1.5 Exhibit E Access Control**

**13.1.1.6 Exhibit F Scope of Work Rock Branch Fence and Security Installation**

**13.1.1.7 Attachment 1 Map with Legend**

**13.1.1.8 Attachment 2 Pictures of Existing Equipment and Locations**

**13.1.1.9 Attachment 3 Rock Branch Warehouse Floor Plan**

**13.1.1.10 Attachment 4 Authorized Equipment List**

**14. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

**15. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

**16. PROJECT SPECIFIC CONDITIONS OF THE WORK**

**16.1 Limits of Work**

**16.1.1** Work areas will be limited to those spaces required for access to the jobsites.

**16.1.2** Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the jobsite, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.



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**16.1.3** Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.

**16.2 Contractor Visitor Badges**

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

**16.3 Work Restrictions**

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at jobsite.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

**16.4 Parking**

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

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**16.5 Codes**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME, and related standards.

**16.6 Safety**

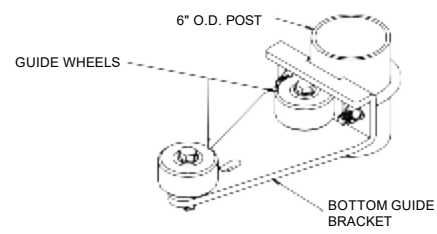
All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

**16.7 Hot Work Permit**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

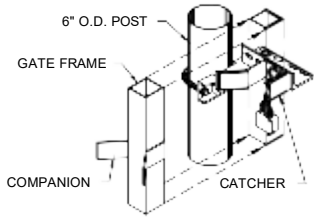
**16.8 Workmanship**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

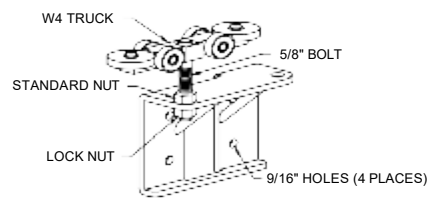


**BOTTOM GUIDE ASSEMBLY**

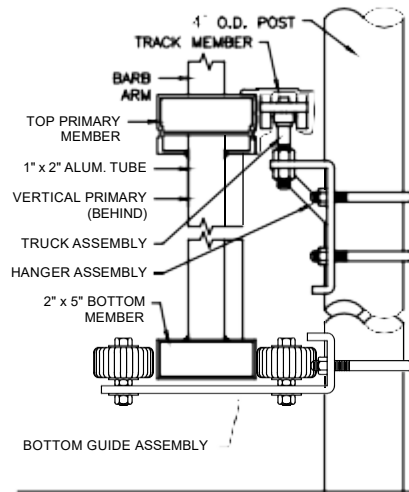
CRITICAL DIMENSION CHART			
A	CLEAR OPENING	20'	24'
B	COUNTERBALANCE POST SPACING C/C	10'-11"	14'-3"
C	OVERALL GATE LENGTH	30'	45'
D	COUNTERBALANCE LENGTH	10'-0"	15'-0"
E	NOMINAL GATE HEIGHT	8'-0"	8'-0"
F	POST HEIGHT	9'-6"	9'-6"
G	FABRIC HEIGHT	8'-0"	8'-0"



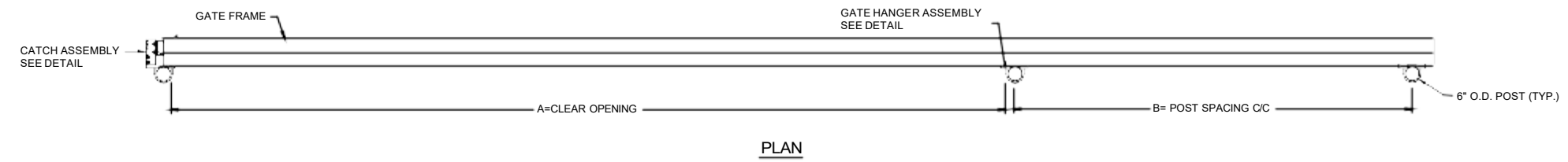
**CATCH ASSEMBLY**



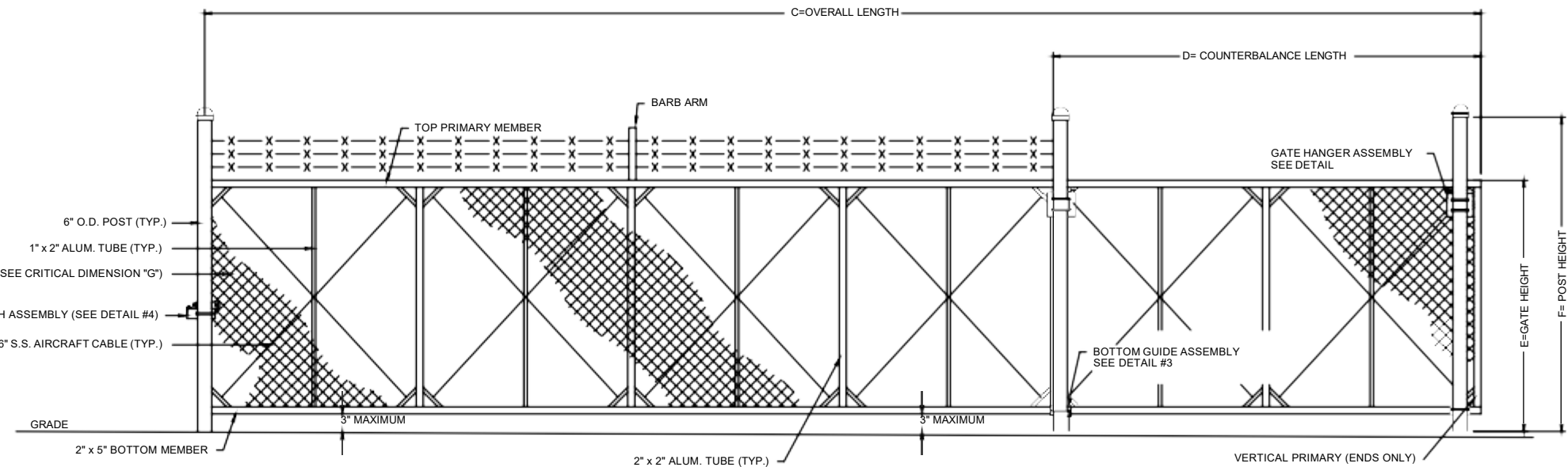
**GATE HANGER ASSEMBLY**



**ASSEMBLY SECTION**



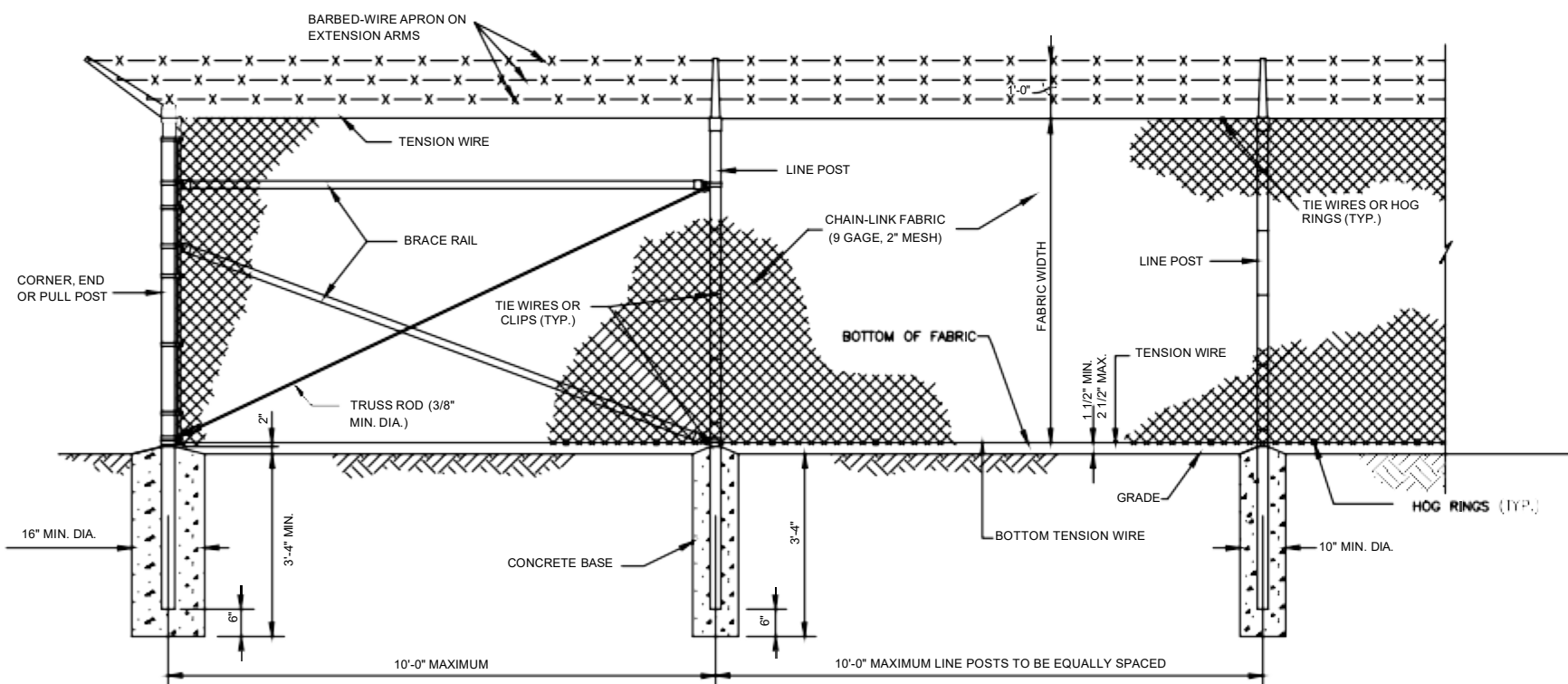
**PLAN**



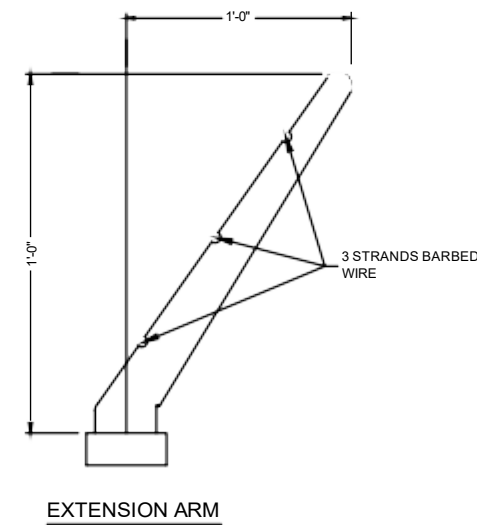
**ELEVATION**

- NOTES:**
1. ALL FITTINGS STANDARDLY PROVIDE FOR 4" O.D. POSTS. OTHER SIZES ARE AVAILABLE UPON REQUEST.
  2. BARB ARMS ARE OPTIONAL.

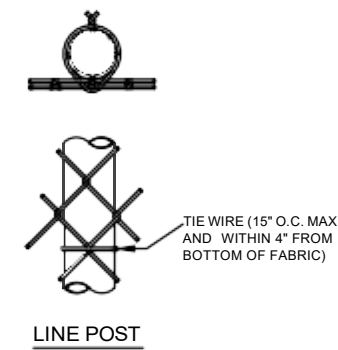
**1 CANTILEVER SLIDE GATE ELEVATION**  
C223 NOT TO SCALE



**ELEVATION**  
NOTE: GATES WILL BE MANUAL



**EXTENSION ARM**



**LINE POST**

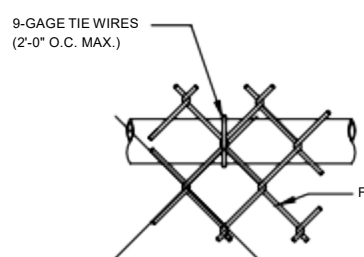
**STEEL POST SCHEDULE**

USE AND SECTION	MINIMUM OUTSIDE DIMENSIONS (NOMINAL)		
	FABRIC WIDTH 72" OR LESS	FABRIC WIDTH 84" TO 96"	FABRIC WIDTH 108" & OVER
CORNER, END & PULL POST TUBULAR - ROUND	2.375" O.D.	2.875" O.D.	4.000" O.D.
LINE POST TUBULAR - ROUND	1.90" O.D.	2.375" O.D.	2.875" O.D.
TOP, BOTTOM & BRACE WALKS TUBULAR - ROUND	1.86" O.D.		

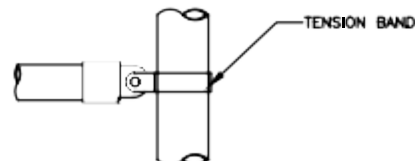
**LINE AND TERMINAL POSTS**

FABRIC HEIGHT	TYPE POST	"A"	"B"	"C" POST
		DIAM	DEPTH	EMBEDMENT
6'-0" TO 9'-0"	LINE	12"	36"	36"
	TERMINAL	12"	36"	36"

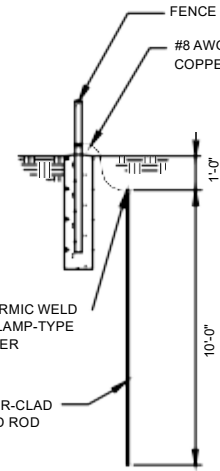
NOTE: TERMINAL POSTS INCLUDE END, CORNER AND PULL POSTS



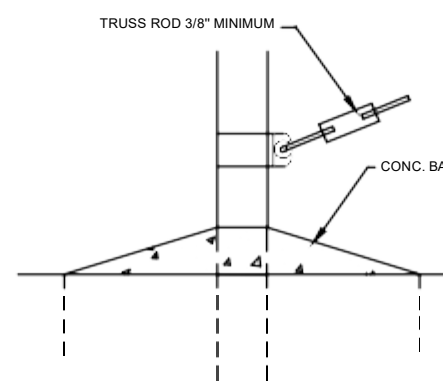
**BRACE RAIL ATTACHMENT**



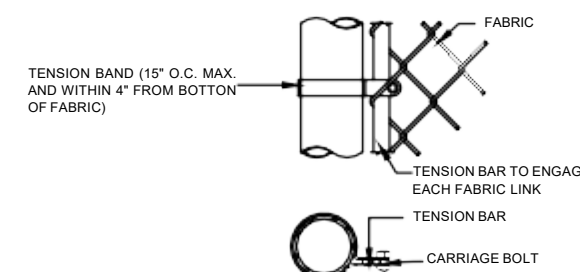
**BRACE RAIL CLAMP**



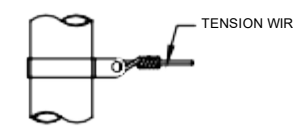
**GROUNDING DETAIL**



**TRUSS ROD AND BAND**



**END OR GATE**



**TENSION BAND**

- NOTES:**
1. UNLESS OTHERWISE SHOWN OR SPECIFIED THE FENCE SHALL BE THE STANDARD PRODUCT OF A CHAIN LINK MFG. & ALL SMALL PARTS & ACCESSORIES SHALL BE THE STANDARD OF THE MFG.
  2. GATE CONSTRUCTION SHOWN OR INFORMATION AS TO TYPE AND DESIGNATION USED ON THE LAYOUT PLANS IN SO FAR AS POSSIBLE GATES SHALL BE OF THE MANUFACTURER'S STANDARD AND DESIGN.
  3. AT CONTRACTOR'S OPTION A WELDED HORIZONTAL BRACE MAY BE USED IN LIEU OF TRUSS RODS TO BRACE ALL WELDED GATE FRAMES.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER RIGID CONSTRUCTION OF ALL GATES SUPPLIED.
  5. WHERE GATE INSTALLATIONS ARE REQUIRED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL HAVE THE OPTION OF SUGGESTING VARIATIONS IN THESE GATES, PROVIDING THE VARIATION IS CLEARLY SHOWN ON DRAWINGS SUBMITTED FOR APPROVAL AND ACCOMPANIED BY AN EXPLANATION FOR THE VARIATION.
  6. WHERE GATE POST BASES ABUT CONCRETE WALKS, CURBS, OR CONTRACTOR SHALL COORDINATE INSTALLATION & PLACE A 13mm EXPANSION JOINT BETWEEN BASE & ADJOINING CONCRETE.
  7. FABRIC TO BE PLACED ON THE SIDE OPPOSITE THE SECURE AREA.
  8. DETAILS SHOWN ARE TO CLARIFY REQUIREMENTS AND ARE NOT INTENDED TO LIMIT OTHER TYPE OF FENCE SECTIONS AND METHODS OF INSTALLATION.
  9. SWING GATES SHALL BE CONSTRUCTED WITH DROP RODS, PADLOCKS, LATCH ASSEMBLY AND GATE KEEPERS EXCEPT AS NOTED.
  10. ALL GATE FRAMES SHALL BE A MINIMUM 1.90" NOMINAL (ROUND) OR 2.50" NOMINAL (SQUARE). GATE FRAMES SHALL BE WELDED CONSTRUCTION OR SHALL BE ASSEMBLED USING HEAVY FITTINGS. AT CONTRACTOR'S OPTION.
  11. GATE HARDWARE AND HINGE PINS SHALL BE WELDED OR OTHERWISE SECURED TO PREVENT REMOVAL.

**2 CHAIN-LINK SECURITY FENCE DETAIL**  
C223 NOT TO SCALE

**PRELIMINARY NOT FOR CONSTRUCTION**

## SECTION 323113 – CHAIN LINK FENCES AND GATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:

1. Galvanized steel chain-link fabric.
2. Galvanized steel framework.
3. Barbed wire.
4. Grounding and bonding.
5. Horizontal Sliding Gates.
6. Swing Gates.
7. Field fencing.

- B. Related Sections include the following:

1. Division 31 Section "Earth Moving" for filling and for grading work.
2. Division 03 Section "Cast-in-Place Concrete" for concrete post footings.

## 1.3 DEFINITIONS

- A. CLFMI: Chain Link Fence Manufacturers Institute.

- B. Technical Advisor: An employee of the company producing the system who is certified in writing by the manufacturer to be technically qualified in design, installation, and servicing of the required gate systems. Personnel involved solely in sales do not qualify.

## 1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.
4. Barbed wire.
5. Heavy Duty Slide Gates.
6. Swing Gates.

- B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, gate swing and other required installation and operational clearances, and details of post anchorage and attachment and bracing.
- C. Product Certifications:
  - 1. Signed by manufacturers of chain-link fences certifying that products furnished comply with requirements.
  - 2. All cantilever gate aluminum welders and welding processes must be certified per section 2.1-A/2
  - 3. Gate system(s) manufacturer shall supply gate performance certification as per specification section 2.6 A/1.
- D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and COTR, and other information specified.
- E. Field Test Reports: Indicate and interpret test results for compliance of chain-link fence and gate grounding and bonding with performance requirements.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.
- C. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

#### 1.6 CLOSE OUT SUBMITTALS

- A. Operation and Maintenance Data for each Gate Type: Deliver 3 copies of instructions for operation, maintenance, recommendations, and parts manuals covering the installed products to the Owners Representative. Include name, address and telephone number of nearest fully equipped service organization.
- B. Certification: Deliver to the Owners Representative written certification from the manufacturer's technical advisor that the gate systems and accessories are installed and

operating properly. Include System Acceptance Test Report as per specification 2.7-E-7 /c.-5 and 1.5- D

## 1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by COTR or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify COTR not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without COTR's written permission.
- B. Field Measurements: Verify layout information for chain-link fences and gates shown on Contract Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

## PART 2 - PRODUCTS

### 2.1 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: Height indicated on Contract Drawings. Provide fabric fabricated in one-piece widths for fencing in height of 12 feet and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
  - 1. Mesh and Wire Size: As indicated on Contract Drawings.
  - 2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire before weaving according to ASTM A 817, Type II, zinc coated (galvanized) with the following minimum coating weight:
    - a. Class 1: Not less than 1.2 oz./sq. ft. of uncoated wire surface.
    - b. Class 2: Not less than 2 oz./sq. ft. of uncoated wire surface.
  - 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
- B. Selvage: Knuckled at both selvages.

### 2.2 INDUSTRIAL FENCE FRAMING

- A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc; and the following strength and stiffness requirements:
  - 1. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Heavy Industrial Fence.
- B. Roll-Formed Steel Shapes: C-sections or other shape, produced from structural steel. Comply with ASTM F 1043, Material Design Group II, with minimum yield strength of 45,000 psi; and the following coating and strength and stiffness requirements:

1. Coating: Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.
  2. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Heavy Industrial Fence.
  3. Line, End, Corner, and Pull Posts and Top Rail: Per requirements for Light Industrial Fence.
- C. Roll-Formed Steel Shapes: Hot-rolled H-beams or other shape, produced from structural steel. Comply with ASTM F 1043, Material Design Group III, with minimum yield strength of 45,000 psi; Heavy Industrial Fence strength and stiffness for line posts, and external and internal coating Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.
- D. Square Steel Tubing: Galvanized steel-tubing end, corner, and pull posts and top rail with coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc according to ASTM F 1043, and complying with CLFMI's "Product Manual," Type I for the following components and fence fabric height:
1. End, Corner, and Pull Posts: For fence fabric height more than 6 feet.
- E. Post Brace Rails: Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.

### 2.3 TENSION WIRE

- A. General: Provide horizontal tension wire at the following locations:
1. Location: Extended along top and bottom of fence fabric.
- B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 824 and the following:
1. Coating: Type II, zinc coated (galvanized) by the hot-dip process, with the following minimum coating weight:
    - a. Matching chain-link fabric coating weight.

### 2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for the following swing-gate types:
1. Single gate.
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. Frames and Bracing: Fabricate members from galvanized steel tubing with outside dimension and weight according to ASTM F 900 for the following gate fabric height:

1. Gate Fabric Height: More than 6 feet.
- D. Frame Corner Construction: As follows:
  1. Welded or assembled with corner fittings and 5/16-inch- diameter, adjustable truss rods for panels 5 feet wide or wider.
- E. Gate Posts: Fabricate members from round aluminum pipe with outside dimension and weight according to ASTM F 900 for the following gate fabric heights and leaf widths:
  1. Gate Fabric Height by Leaf Width: Over 6 feet by 6 feet or less.
- F. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame as required to attach barbed wire assemblies.
- G. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and, for each gate leaf more than 3 feet wide, keepers. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

## 2.5 INDUSTRIAL HORIZONTAL SLIDE GATES

- A. General: Comply with ASTM F 1184, Type II, Class 2 for the following slide-gate types and as listed below. ASTM offers minimal requirements; cantilever sliding gate system(s) shall additionally meet the performance requirements as listed in spec section 2.6-A/1:
  1. Certification of Performance Criteria
    - a. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum ASTM F1184 standards that do not include these additional structural features shall not be accepted.
    - b. Gate track system shall be keyed to interlock into gate frame member (providing 200% additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.
    - c. Gate shall have a minimum counterbalance length of 50% opening width which provides a 36% increase in lateral resistance (when compared to ASTM minimum of 40% counterbalance).
    - d. To provide superior structural integrity, major vertical members shall be used with spacing between verticals to be less than the gate frame height.
    - e. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless steel cables (minimum 3/16") per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).
    - f. Gate truck assemblies shall be tested for continuous duty and shall have plated steel bearings meeting ASTM B 117-07 salt spray test with no red rust after 790 hours (see 1.02 E). Bearings shall be specifically designed for roller applications with full compliment ball bearings, shock resistant outer races, and captured seals.
    - g. Gate truck assemblies shall be supported by a minimum 5/8" plated steel bolt with self aligning capability, rated to support a 2,000 # reaction load.
    - h. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8"



- thickness that is also gusseted for additional strength.
- i. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 lb. vertical reaction load without exceeding allowable stresses.
2. Scope of work: The scope of work is furnishing and erecting cantilever slide gate(s) as shown at the location(s) on the Contract Drawing(s).
    - a. The cantilever slide gate shall be a Fortress Gate as manufactured by The Tymetal Corp; 2566 State Route 40; Greenwich, NY, 12834 (800-328-4283), or approved equal.
    - b. Box Frame Cantilever Gates: Utilize for 30 foot wide openings, 8 in height, that are reinforced.
    - c. Heavy Duty Cantilever Gates: Utilize for openings up to 30 feet in opening width that are non-reinforced.
- B. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- C. Materials:
1. The gate frame shall be fabricated from 6063-T5 aluminum alloy extrusions. The top member shall be a 3" x 5" aluminum structural channel/tube extrusion weighing not less than 3.9 lbs/lf. This is also referred to as a "5" extrusion" or "large primary". This member shall be "keyed" to interlock with the "keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2" x 5" aluminum structural tube weighing not less than 2.0 lbs/lf. If fabricated in two horizontal pieces, the bottom member shall be a 5" aluminum structural channel weighing not less than 2.65 lbs/lf. The two horizontal pieces or sections shall be spliced in the field.

SPLICING: A 1/4" x 5" x 24" galvanized steel splice plate shall be used to secure the two 5" channel bottom members together utilizing eight (8) 3/8" x 1 1/2" plated carriage bolts with lock nuts. The top members will be spliced together on the side opposite the track member using a 1/4" x 2" x 24" aluminum splice plate secured with six (6) 1/4" x 1/2" drive rivets on one side and welded to the top member on the other side. On the track side, the track is overlapped 24" onto the opposing section, interlocked with the primary member and vertically secured on top using six (6) 1/4" x 1/2" drive rivets and secured on the bottom using six (6) 5/16" x 1" plated hex head cap screws. The respective splice end vertical member shall be 1"x2" weighing not less than .82 lbs/lf. The 1"x2" members will be joined utilizing 5/16" x 3" plated hex head cap screws, quantity varying by height of gate.
  2. The vertical members shall alternate between 2" x 2" and 1" x 2" in cross section weighing not less 1.1 lbs/lf and .82 lbs/lf respectively. The spacing for the vertical intermediates shall be no greater than half the height of the gate frame.
  3. The gate frame shall be fabricated in one or multiple sections depending on size requirements/ constraints.
  4. The gate frame shall have a separate semi-enclosed "keyed" track, extruded from 6105-T6 aluminum alloy, weighing not less than 2.9 lbs/lf. Track member to be located on only one side of the top primary. When interlocked with the "keyed" top member and welded to it, it forms a composite structure with the top of the gate frame. Welds to be placed

alternately along the top and side of the track at 9" centers and will be a minimum of 2" long.

5. The gate frame is to be supported from the track by two swivel type, self-aligning, 4 or 8-wheeled, sealed lubricant, ball-bearing truck assemblies. The bottom of the support posts shall be equipped with two pairs of 3" rubber guide wheels.
6. Diagonal "X" bracing of 3/16" minimum diameter stainless steel aircraft cable shall be installed to brace the gate.
7. The gate shall be completed by installation of approved filler as specified. It shall extend the entire length of the gate which (including the opening and counterbalance) and shall be secured at the ends by standard fence industry tension bars and tied with standard fence industry ties at each vertical member.
8. The gate and installation shall conform to ASTM F-1184 standards for aluminum cantilever slide gates, Type II, Class 2 and as specified in specification section 2.6 – A/1.

D. Gate Posts: Fabricate members from 4" OD SCH 40 round galvanized steel pipe with concrete footings as specified by the COTR and outside dimension and minimum weight according to ASTM F 1184 for the following gate characteristics:

1. Type II, Class 2 Gate Opening.

E. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame as required to attach barbed wire assemblies.

F. Guide Posts and Roller Guards: As required per ASTM F 1184.

G. Hardware: Latches permitting operation from both sides of gate, locking devices, hangers, roller assemblies and stops. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

H. Installation: Excavate, place concrete and install 4" OD posts in footings as detailed, and in accordance with the COTR's design. Install hanger brackets and guide roller assemblies, attach truck assemblies to hanger and make final adjustments to align gate with latch.

## 2.6 FITTINGS

A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.

B. Post and Line Caps: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide weathertight closure cap for each post.

1. Provide line post caps with loop to receive tension wire or top rail.

C. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.

D. Tension and Brace Bands: Hot-dip galvanized pressed steel.

E. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

- F. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.
- G. Barbed Wire Arms: Hot-dip galvanized pressed steel. Provide the following type, according to ASTM F 626, with clips, slots, or other means for attaching strands of barbed wire, integral with post cap; one for each post, unless otherwise indicated. Provide line posts with arms designed with opening to accommodate tension wire. Provide corner arms at fence corner posts, unless extended posts are indicated.
  - 1. Type I, single slanted arm.
- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F 626:
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
    - a. Hot-Dip Galvanized Steel: 0.148-inch- diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
  - 2. Power-driven fasteners.
  - 3. Round Wire Clips: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to H-beam posts.
  - 4. Round Wire Hog Rings: Hot-dip galvanized steel or aluminum for attaching chain-link fabric to horizontal tension wires.
- I. Pipe Sleeves: For posts set into concrete, provide preset hot-dip galvanized steel pipe sleeves complying with ASTM A 53, not less than 6 inches long with inside dimensions not less than 1/2 inch more than outside dimension of post, and flat steel plate forming bottom closure.

## 2.7 BARBED WIRE

- A. Zinc-Coated Steel Barbed Wire: Comply with ASTM A 121, Chain-Link Fence grade for the following two-strand barbed wire:
  - 1. Standard Size and Construction: 0.099-inch- diameter line wire with 0.080-inch-diameter, 2-point round barbs spaced not more than 4 inches o.c.

## 2.8 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C 150 aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94. Measure, batch, and mix Project-site-mixed concrete according to ASTM C 94.
  - 1. Concrete Mixes: Normal-weight concrete with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.
- C. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.9 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

2.10 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
  - 1. Material Above Finished Grade: Copper.
  - 2. Material On or Below Finished Grade: Copper.
  - 3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Ground Rods: Listed in UL 467.
  - 1. Connectors for Below-Grade Use: Exothermic welded type.
  - 2. Ground Rods: Copper-clad steel.
    - a. Size: 5/8 inch by 96 inches.

2.11 FIELD FENCE AND GATES

- A. General: Posts for farm-field fence shall be wood. Gate frames shall be constructed of tubing having the dimensions and weights called for in the Plans. Gate frames may be constructed using pressed steel corner fittings or die-cast aluminum corner fittings, may be provided with heavy malleable iron corner fittings or otherwise shall be of an adequate, sturdy design. Gate frame corner attachments may be of welded construction, if the gate frame receives its coating protection after fabrication of the gate structure is completed. All gate frames shall have truss rods as shown on the Plans. All gates shall be equipped with approved latches, stops, suitable locking devices, and satisfactory provisions for padlocking. Means shall be provided for securing and supporting the free ends of vehicular gates in the open position. Hinges shall be malleable iron, pivot type, heavy and strong, with large bearing surfaces for clamping onto the posts, or equal. Hinges shall not twist or turn under the action of the gate and shall be so arranged that a closed gate cannot be lifted off its hinges to obtain entry. Vehicular gates shall be capable of being operated easily by one person and shall be of the full 180 degree open swing type. Pedestrian gates shall be equipped with a positive stop which will not permit the gate to swing toward the highway and shall be provided with a satisfactory spring or other positive means to maintain the gate in a closed position.
- B. Materials:

1. Farm-field fence (woven wire): Zinc-coated (galvanized) iron or steel farm-field and railroad right-of-way wire fencing.
  - a. This fencing shall meet the requirements of AASHTO M 279 and details shown on the Plans. Either of the following styles and coating classes may be used:
    - 1) Style 1047-6-9 with Class 1 coating.
    - 2) Style 1047-6-11 with Class 3 coating.
  - b. Zinc coating for miscellaneous steel fittings and hardware shall conform to the requirements of AASHTO M 232. Zinc coating for clips used for securing fence or wire shall conform to AASHTO M 279, Class 1 coating.
2. Pressure-treated wood posts and braces: Wood posts shall meet the requirements of AASHTO M 168.
  - a. The preservative shall be one of the following:
    - 1) Coal tar creosote meeting AWWA P1. Creosote shall be analyzed by AWWA A1.
    - 2) Waterborne meeting AWWA P5. Waterbornes shall be analyzed by AWWA A2 and/or A9.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
  1. Do not begin installation before final grading is completed, unless otherwise permitted by COTR.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

#### 3.3 INSTALLATION, GENERAL

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
  1. Install fencing on established boundary lines inside property line.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed or compacted soil.

- C. Post Setting: Hand-excavate holes for post foundations in firm, undisturbed or compacted soil. Set terminal line gate posts in concrete footing. Protect portion of posts aboveground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Using mechanical devices to set line posts per ASTM F 567 is not permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
  - 1. Dimensions and Profile: As indicated on Contract Drawings.
  - 2. Exposed Concrete Footings: Extend concrete 2 inches above grade, smooth, and shape to shed water.

### 3.4 CHAIN-LINK FENCE INSTALLATION

- A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.
- B. Line Posts: Space line posts uniformly at 10 feet maximum o.c.
- C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
  - 1. Top Tension Wire: Install tension wire through post cap loops.
  - 2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same gage and type of wire.
- E. Intermediate Rails: Install in one piece at as indicated on Contract Drawings, spanning between posts, using fittings, special offset fittings, and accessories.
- F. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
  - 1. Maximum Spacing: Tie fabric to line posts 12 inches o.c. and to braces 24 inches o.c.

- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- J. Barbed Wire: Install barbed wire uniformly spaced as indicated on Contract Drawings. Pull wire taut and install securely to extension arms and secure to end post or terminal arms.

### 3.5 GATE INSTALLATION

- A. General: Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

### 3.6 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet except as follows:
  - 1. Fences within 100 Feet of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of 750 feet.
    - a. Gates and Other Fence Openings: Ground fence on each side of opening.
      - 1) Bond metal gates to gate posts.
      - 2) Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
- C. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:
  - 1. Each Barbed Wire Strand. Make grounding connections to barbed wire with wire-to-wire connectors designed for this purpose.
- D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.

5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- F. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.

### 3.7 FIELD QUALITY CONTROL

- A. Ground-Resistance Testing Agency: Contractor shall engage a qualified independent testing agency to perform field quality-control testing.
- B. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81.
- C. Desired Maximum Grounding Resistance Value: 25 ohms.
- D. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify COTR promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.
- E. Report: Prepare test reports, certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

### 3.8 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware, gate operator, and other moving parts.

### 3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train COTR's personnel to adjust, operate, and maintain gates.
  1. Test and adjust hardware, and other operable components. Replace damaged or malfunctioning operable components.
  2. Train COTR's personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.
  3. Review data in maintenance manuals. Refer to Division 1 Section "Project Closeout".
  4. Schedule training with COTR with at least seven days' advance notice.

END OF SECTION 323113



EXHIBIT E - Rock Branch Access Control



**WEST VIRGINIA ARMY NATIONAL GUARD**  
**ROCK BRANCH FENCING AND SECURITY IMPROVEMENTS IN POCA, WV**  
**ROCK BRANCH WAREHOUSE**  
**CRFQ ADJ 23\*19 - "Exhibit F"**

**Section 1—General Requirements**

**Instructions to Bidders**

- Any and all contractual documents, information, and procedures distributed by, or by any other means conveyed by West Virginia State Purchasing or the office of, supersedes the language in this document.
- All work shall comply with trade standards, all applicable codes, and UFCs to include, but not be limited to, UFC 4-022-03 dated 1 Oct 2013, UFC 4-022-02 with change 1 dated 9 Aug 2010, UFC 700, UFC 703, and UFC 705.

**Summary**

The project consists of upgrading physical security for the Rock Branch Warehouse located at 160 Jacobson Drive, Poca, WV, 25159. The scope of work includes the installation of fencing around the rear perimeter of building along with installation of a new Electronic Security Systems ("ESS") to include an access control system ("ACS"), closed-circuit television ("CCTV") security system, audio door intercoms, and server racks to the facility.

The work to be performed will include the following items:

**1) Fencing/Paving Portion:**

1. Clear right-of-way for the fence. Fence line must be clear-cut fifteen feet (15') on each side of fence.
2. Install 95' x 200' (Field Verify) of hardstand paving inside of fenced area consisting of four-inches (4") of two-inch (2") AASHTO base compacted and two-inches (2") of AASHTO #57 stone topping compacted.
3. Provide all labor and materials needed to install approximately 1500LF (Field Verify) of new galvanized steel chain link fence per Exhibits C, D, and E.
4. Provide and install a twenty feet (20') cantilever, manually operated slide gate for access to new hardstand area.
5. Clean up all debris and dispose of off-site.
6. Restore all disturbed areas.

## **2) ESS System Portion:**

- 1.** Provide labor and materials needed for installation, termination, and programming of all equipment required (Locations shown in Attachments 1, 2, and 3). Equipment components are as follows:
  - a.** Head-end equipment for access control
  - b.** CCTV equipment for access control on five (5) doors
  - c.** Card reader at gate
  - d.** Exterior BOSCH® FLEXIDOME Panoramic 7000 MP, or equivalent cameras – Quantity of ten (10)
  - e.** CCTV Server
  - f.** iPhone® system at main entrance and main gate with sub-masters in two (2) offices connected to door release
  
- 2.** Authorized materials provided by the Contractor (See Attachment 4) are as follows:
  - a.** Quantity of eight (8) – Port corporate software CCTV access panel
  - b.** Quantity of six (6) – Common Access Card (“CAC”) Proxy card reader with keypad
  - c.** Quantity of two (2) – Trendnet®
  - d.** 16-port Gigabit POE+ Switch, Power Supply, POE Extender
  - e.** iPhone© intercoms, or equal, with a quantity of two (2) master stations, two (2) door stations, and one (1) sub-station enclosure
  - f.** Door contacts
  - g.** Quantity of two (2) – BOSCH® 10 DINION IP starlight 6000HD 12V 8ah battery operated exterior cameras, or equivalent.
  - h.** Quantity of five (5) – Plates for BOSCH® Rex Motion 10 Outdoor Camera Housing with heater and blower, or equivalent
  - i.** Quantity of five (5) – BOSCH® Rex Motion Detector DS150I with Piezo, or equivalent
  - j.** Quantity of ten (10) – 10 Camera wall mounts
  - k.** Quantity of five (5) – HES 1006CS Smart Strike® with Smart Pac III
  - l.** Quantity of one (1) – Plate camera power supply, or equivalent
  - m.** Operating System (e.g., Computer with monitor, keyboard, and mouse)
  - n.** Conduit
  - o.** Mounting posts
  - p.** Fiber wire
  - q.** Head cabling
  - r.** Electrical wiring and connections
  - s.** Tamper-proof hardware

## **Section 2—Administrative Requirements**

### PROJECT COORDINATION

- Coordinate construction activities included in the Contract Documents to assure efficient and orderly installation of each part of the Work.
- Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
- Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.
- Provide a work-in-progress inspection at beginning of work at 50% and at the completion of the work.

### ADMINISTRATIVE PROCEDURES

- Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
  - Preparing of schedules
  - Delivering and processing submittals
  - Progress meetings
  - Project close-out activities
  - Submitting invoices
- The Contractor shall maintain required documents and up-to-date Construction Documents at jobsite.
- Promptly conduct a final inspection to certify that the materials installed comply in all respects with the requirements of these specifications; and were installed in strict accordance with manufacturer's current requirements for the specified system.
- The General Contractor shall provide a named Field Superintendent and a list of all Subcontractors to be used and submit the list to the Contracting Officers Representative within ten (10) working days upon award of the contract.
- The assigned Field Superintendent shall be present whenever scheduled work is to occur.
- Neither the named Field Superintendent, nor Subcontractor(s), may be changed without justification and written approval by the Contracting Officers Representative served unless coordinated with West Virginia Army National Guard ("WVANG") personnel. In the event of conflict, specifications shall take precedence.

### CONSERVATION

- Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- The Contractor shall comply with all Federal, State, and Local environmental laws and regulations.

- The Contractor shall avoid any disposal practices that will place the Government a controversial position with Local and Federal environmental agencies.

#### GENERAL RESPONSIBILITIES

- The successful Contractor is responsible for providing all parts, labor, equipment, and materials required to provide a finished, fully functional product as described in the objectives and General Requirements Section.
- Contractor shall be responsible for making themselves familiar with all utilities, pipes, and structures within the Limits of Construction. Contractor shall take sole responsibility for cost incurred due to damage and replacement of said utilities.
- The Contractor shall field verify all conditions and dimensions of the jobsite and report any discrepancies and/or unusual conditions to the Contracting Officers Representative prior to finalized bids or the commencement of any construction.
- The Contractor is responsible for the cost and obtaining of all required permits.
- The Contractor is responsible to ensure all work is in compliance with all Federal, State, Local Municipalities, State Fire Marshal, and ATFP requirements.
- Contractor is responsible for all permits. The Contractor shall obtain all required permits prior to initiation of any work. The Contractor shall be responsible for the associated costs or permitting.
- Contractor is responsible for field verifying all distances and quantities of materials and components necessary for completion.
- The Contractor is responsible for cleaning up the worksite and repairing the site to original conditions once work is completed.
- Contractor is responsible for keeping the work-site clean daily, free from excess debris and safety hazards.
- Contractor responsible for providing waste disposal for the project; Contractor is responsible for removing all construction waste debris off-site at the Contractor's expense.
- All materials shall be submitted and approved by the WVANG prior to installation.
- The WVANG reserves the right to claim removed equipment from the project. A list of equipment to be retained will be provided to the Contractor prior to beginning work. Contractor shall make every effort to remove these items without damage.
- The Contractor shall provide a schedule of values broken down per line item with material and labor.
- Owner has seven (7) business days to review and respond to Requests For Quotations (RFQs).
- Owner has fourteen (14) business days to review and respond to contract submittals.
- Owner has fourteen (14) business days to review and respond to review drawings.
- Owner and Contractor shall convene a pre-construction meeting a minimum of five (5) working days prior to commencement of work.
- Physical work of contract shall commence within ten (10) days of receipt of a Notice to Proceed and to be complete no more than sixty (60) days after work starts.

#### SITE ACCESS REQUIREMENTS

- Access and general protection/security policy and procedures. This standard language is for Contractor employees with an area of performance within Army controlled installation, facility,

or area. Contractor and all associated Subcontractors' employees shall provide all information required for background checks to meet installation access requirements.

- Contractor is responsible for coordinating with the Owner/Owner's Representative, for access and deliveries. The Owner requires two (2) business days' notice to approve access to the facility.

#### QUALITY REQUIREMENTS

- The successful Contractor will be required to provide a one (1)-year warranty on all parts, labor, and materials on the entire project.
- Per "The Federal Facilities Act 1992" the contracted work shall conform to the applicable local building codes, and ordinances, and regulations listed in the contract specifications, or on the construction documents (plans), and required by the local building authorities.

#### TEMPORARY FACILITIES AND CONTROL

- The successful Contractor will be required to provide their own temporary facilities. The WVANG will provide an area for the Contractor to have a lay down area and a place for a job trailer. The Contractor shall notify the Contracting Officers Representative in writing of anticipated mobilization with prospective construction schedule notating keystone events and critical path, ten (10) working days in advance.
- Normal working hours will be Monday through Friday 7:30 AM to 4:00 PM EST. All federal holidays will be observed unless coordinated with West Virginia National Guard ("WVNG") personnel.
- The WVANG will make every effort to provide electric and water for the Contractor's lay down and job trailer site; however, it is not guaranteed.

#### EXECUTION REQUIREMENTS

- Within thirty (30) days of the government Final Acceptance of the project; the Contractor shall be responsible to provide any and all field notes, as-built drawings, or any other associated records to the Owner.
- Contractor will notify the Contractor Officers Representative of an anticipated final inspection date five (5) working days in advance in writing.

#### GENERAL DEMOLITION

- Review, confirm and coordinate all demolition work and full extent of Owner's requirements prior to starting demolition work.
- Deliver salvageable materials requested by Owner.
- Perform all demolition in a manner acceptable to the Owner and regulatory agencies.
- Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
- Protect existing construction indicated to remain.
- Where existing construction is damaged by demolition operations, the Contractor shall make repairs equal to or better than condition prior to start of demolition work.
- Contractor shall remove existing equipment to utilize conduit and other applicable resources.

- All disturbed/damaged existing systems and equipment will be repaired or replaced to a condition equal to or better than they were prior to construction.
- The facility walls area made of concrete block. It is unknown if these blocks have been filled with concrete.
- The facility ceilings are typical open warehouse style.

#### CLEANING

- The Contractor shall clean up all debris and discarded materials resulting from the operations of the day, prior to the completion of each workday as to not impede vehicle or foot traffic.
- Broom clean exterior surface adjacent to premises (paths and walks used during construction).

#### DISPOSITION OF MATERIALS

- All materials shall be handled, transported, disposed of in accordance with applicable Federal, State, and Local regulations in proper containers, and trucked off –site to an approved landfill. No open burning will be allowed.
- Contractor shall make their own arrangements for disposal of debris or other waste material away from jobsite at their expense, and assume total responsibility for proper disposal of all materials in accordance with local, State, and Federal regulations.
- All materials for building, demolished and/or removed materials are the Owner's property and shall not be removed from the jobsite, until the Contracting Officers Representative gives approval.
- Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to satisfaction of the Contracting Officers Representative.

#### SALVAGEABLE MATERIALS

- Review with Owner at the pre-construction meeting about salvaged materials the Owner wishes to retain from building renovation project.
- Remove materials with care to be retained by Owner and store on-site where directed for pickup by the Owner.

#### DELIVERY, STORAGE, AND HANDLING

- Deliver materials and other components so they will not be damaged or deformed.
- Exercise care in unloading, storing, and erecting materials to prevent bending, warping, twisting, and surface damage.
- Stack materials on platforms/pallets covered with suitable weather tight ventilated covering.
- Material shall not be stored directly on the ground or any improved surface.
- Material shall be delivered to jobsite in new, dry, manufacturers' original unopened containers with seals and labels intact, clearly showing catalog number, product description approved inspection agency label, where and by whom manufactured and in quantities sufficient to assure continuous work.
- Assure that materials are kept clean and away from excessive heat, cold, and moisture. Do not remove labels or tear off protective covering until ready for application and inspected by the Officers Representative; store in an enclosed area where temperature is above fifty (50) degrees

and below ninety (90) degrees Fahrenheit.

#### WARRANTY

- Furnish manufacturer's written warranty covering materials installed. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.
- Close out packet must be provided to the Contracting Officers Representative upon completion and must include Contractor's warranty for a period of not less than one (1)-year on hardware, software, licensing, maintenance and as-built diagrams.
- Provide a one (1)-year warranty, which shall cover workmanship and repair or replacement of it at no cost to the Government.

#### MATERIALS AND EQUIPMENT

- Unless otherwise specified, all materials and equipment used will be as specified in this scope of work and on the approved drawing (plans).
- All materials shall be new and the equipment in use for this contract shall be in good, safe, and working order.
- Unless noted otherwise on the construction documents (plans) or in the contract specifications as being not-in-contract or existing, all items, materials, and the installation of same, are part of the contract defined by the construction documents (plans) and contract specifications.

#### QUALITY ASSURANCE

##### Regulatory Requirements:

- Where the cited references contain more than one detail for a specific purpose, the most stringent condition shall govern.
- Field inspection will be performed, with emphasis on the manufacturer's requirements.
- Deficiencies identified during final inspection shall be corrected within two (2) working days and will be re-inspected at Final Inspection.
- Notification to all concerned parties must be received not less than one (1) business day prior to required attendance.

#### SAFETY REQUIREMENTS

##### Accident Prevention:

- In order to provide safety controls for protection to the life and health of employees and other people and for prevention of damage to property, materials, supplies, and equipment and for avoidance of work interruption of this contract, the Contractor shall comply with all applicable OSHA laws, etc.



- The Contractor will maintain and provide an accurate record of exposure data, all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.
- The Contractor shall provide an exact copy of the record within twenty-four (24) hours, upon request of the Contracting Officers Representative for the length of the contract and its warranty period.

Occupational Safety and Health Administration:

- Safety standards set forth by OSHA shall be maintained and followed by the Contractor, Subcontractor(s) and work crews at all times.

Rules of Safety

- All rules of safety, which are or may be imposed upon the Contractor by Federal, State or Municipal Code, EM 385-1-1 US Army Corps of Engineers Safety and Health Requirements and the applicable Army regulations shall be effectively carried out in the performance of the contract.
- The General Contractor shall be responsible for safety precautions during construction.
- Contractor shall comply with all building and safety codes and shall report any non-compliance of these specifications or manufactured installation procedures to Contracting Officers Representative prior to beginning work.
- The Contractor shall complete Form 3394 and submit to the Contracting Officers Representative within three (3) calendar days of an accident involving personal injury or property damage.

**Section 2 – INSTALLATION OF ESS SYSTEM**

**General Requirement:** Comply with manufacturers' instructions and recommendations for installation, as applicable to project. See Attachment 4 for a list of acceptable products.

**1. Electronic Security Systems**

An Electronic Security System (“ESS”) is the integrated electronic system that encompasses one or more of the following subsystems: access control system (“ACS”), intrusion detection system (IDS), and closed circuit television (“CCTV”) for assessment of alarm conditions. All ESS upgrades for this project shall meet the requirements of AR 190-13 The Army Physical Security Program and AR 190-11 Physical Security of Arms, Ammunition, and Explosives. Contractor must provide all ESS supporting equipment to include conduit, wire, power circuits, mounts, supporting infrastructure, and operational systems testing/commissioning. ESS fasteners and hardware shall be concealed, where possible. Minimize exposed hardware, fasteners, and conduit. Exposed hardware including fasteners and conduit shall be tamper resistant type, or armored. Provide a minimum of two (2) tamper resistant fastener tools (screwdrivers, sockets, etc.) to the Government for each type and size of tamper resistant fastener. Tag each tool to indicate intended use. Obtain a signed receipt from the Government for turnover of tools. All ESS systems shall be on dedicated circuits provided by the government.

## **2. Proximity Card Readers and Electric Strikes w/ Access Control System**

Provide new proximity card readers at the main gate and the five (5) entrance doors. The proximity card readers will operate the associated electronic locks/strikes or latch retraction on the new access control doors. Request to exit above head sensors and door contacts will be added to all new access control doors, and gates to allow access to authorized personnel. The proximity card readers associated wiring, conduits, hardware, software, power, testing and commissioning for a complete and usable system. The new card readers shall be connected to the facility ACS which shall consist of a System Galaxy Software that is to be provided under this contract. Controllers for this system are to be located on the second-floor communication room and where cabling exits building to gate. General card reader locations are indicated in the sketches provided in Attachment 1. Provide a minimum of two (2) hours of training to Government ESS personnel at the facility for operation and maintenance of the ACS software.

## **3. Closed Circuit Television System (CCTV)**

Provide ten (10) high-definition CCTV cameras. Nine (9) cameras will be located on the building and one (1) on the Access Control Point at the front gate. One of the building cameras will be Pan-Tilt-Zoom ("PTZ") to watch the new gravel parking lot located on the side of the building. The cameras shall be elevated to maximize the total field of view. The cameras need to cover the parking lots, perimeter of the building, front entrance gate, and three (3) doors located on the Maintenance Building. General camera locations are indicated in the sketches provided in Attachment 1. The new cameras shall be an Internet Protocol ("IP") based camera system. Controllers and recorders are to be located on the second-floor communication room. A new CCTV system workstation, monitors, and recording equipment shall be provided in the assigned command office. Controls for the cameras shall be provided. A minimum of two (2) 22" monitors shall be provided. Digital recording equipment shall be capable of storing thirty (30) days of footage for the ten (10) cameras at a Frames-Per-Second ("FPS") rate of fifteen (15). All CCTV system upgrades shall comply with the requirements UFC 4-021-02, Electronic Security Systems and UFGS 28 10 05, Electronic Security Systems. Utilize a designer or consultant with at least five (5) years of experience designing CCTV systems to ensure the CCTV upgrades result in a complete and usable system. Existing camera wiring pathways can be used where available. Existing cameras and wiring must be removed. New conduit and wiring pathways shall be concealed where possible. New wiring is anticipated to be required at all locations to support the increased image definition. The new CCTV system shall be IP based and utilize a Network Video Recorder ("NVR") type recording device.

Minimum requirements for new cameras and components are as follows:

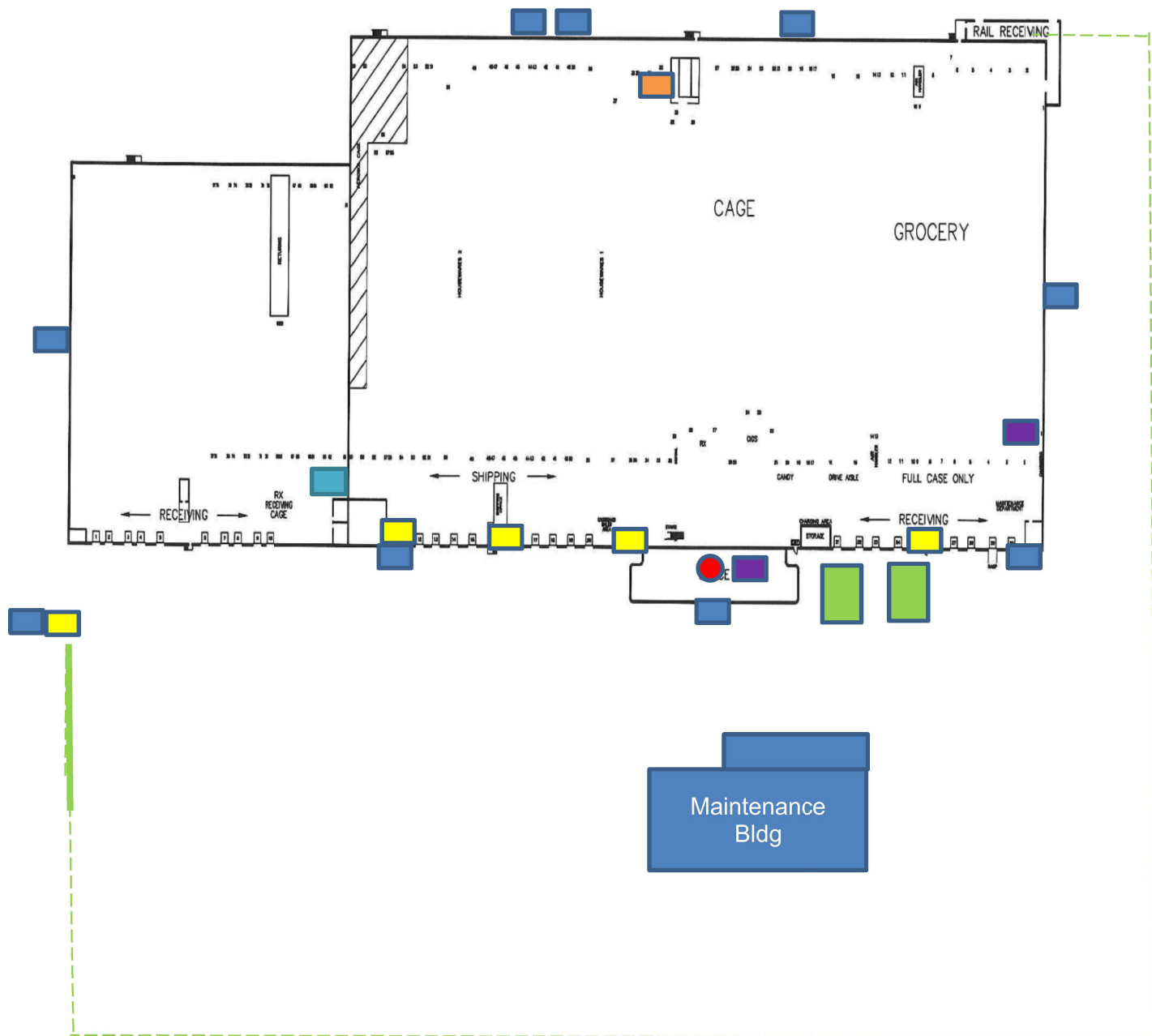
- Provide CCTV cameras with a minimum image resolution of 1920 x 1080. Placement of a megapixel camera shall be determined by the field of view as discussed during the site visit.

- Cameras shall provide color images and be operable in low-light conditions with the use of an external infrared illuminator.
- Cameras shall have housings that include heaters for low temperature functions.
- Recorder will have a minimum of twenty-four (24) channels with the capacity to store thirty (30) days of footage at fifteen (15) FPS for all system cameras.
- Monitoring workstation shall consist of a screen of sufficient resolution and size to adequately display all camera views simultaneously. PTZ functions will be controllable from the workstation. The workstation will have adequate computing power to stream all camera views simultaneously.
- Software shall provide the ability to view live video and search and playback recorded video by date/time or event. Provide a minimum of two (2) hours dedicated training to local personnel and ESS staff regarding operation and maintenance of the new CCTV system.
- A live facility camera feed will be viewable at the Joint Force Headquarters located in Charleston, WV. This system will consist of a workstation and two (2) 22" monitors.

#### **4. Video Intercom System**

The Rock Branch facility has an existing video intercom system consisting of two door station and two master stations. Provide two (2) new AiPhone® IX-MV7 master stations, or equal, at interior locations designated by the facility staff during design. Provide all programming for equipment. Intercom system locations are indicated in the sketches provided in Attachment 1. Pictures of existing equipment and locations are depicted in Attachment 2.

# Attachment 1



Master Station

Camera

New Server Install

Access Control/Card Reader

Chain Link Fence

Gate

Modular Building

Server Locations

CCTV & ACS Controls

Main Entrance New Install Photo 1



Main Entrance New Install Photo 2



Main Entrance New Install Photo 3



Left Side Door Existing Equipment Photo 1

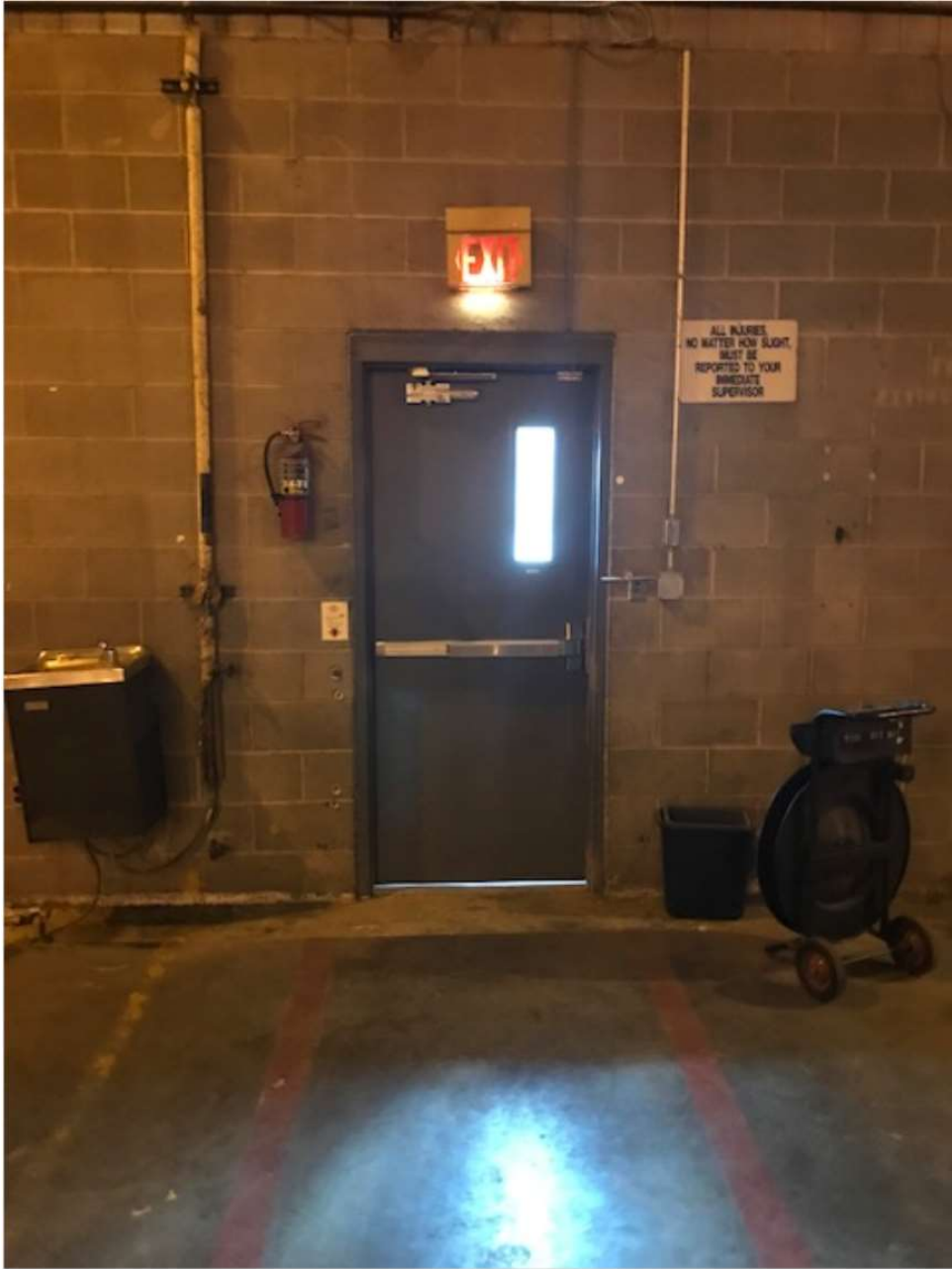




Left Side Door Existing Equipment Photo 2



Left Side Door Existing Equipment Photo 3



First Door - Right of Entrance Photo 1



First Door - Right of Entrance Photo 2



First Door - Right of Entrance Photo 3



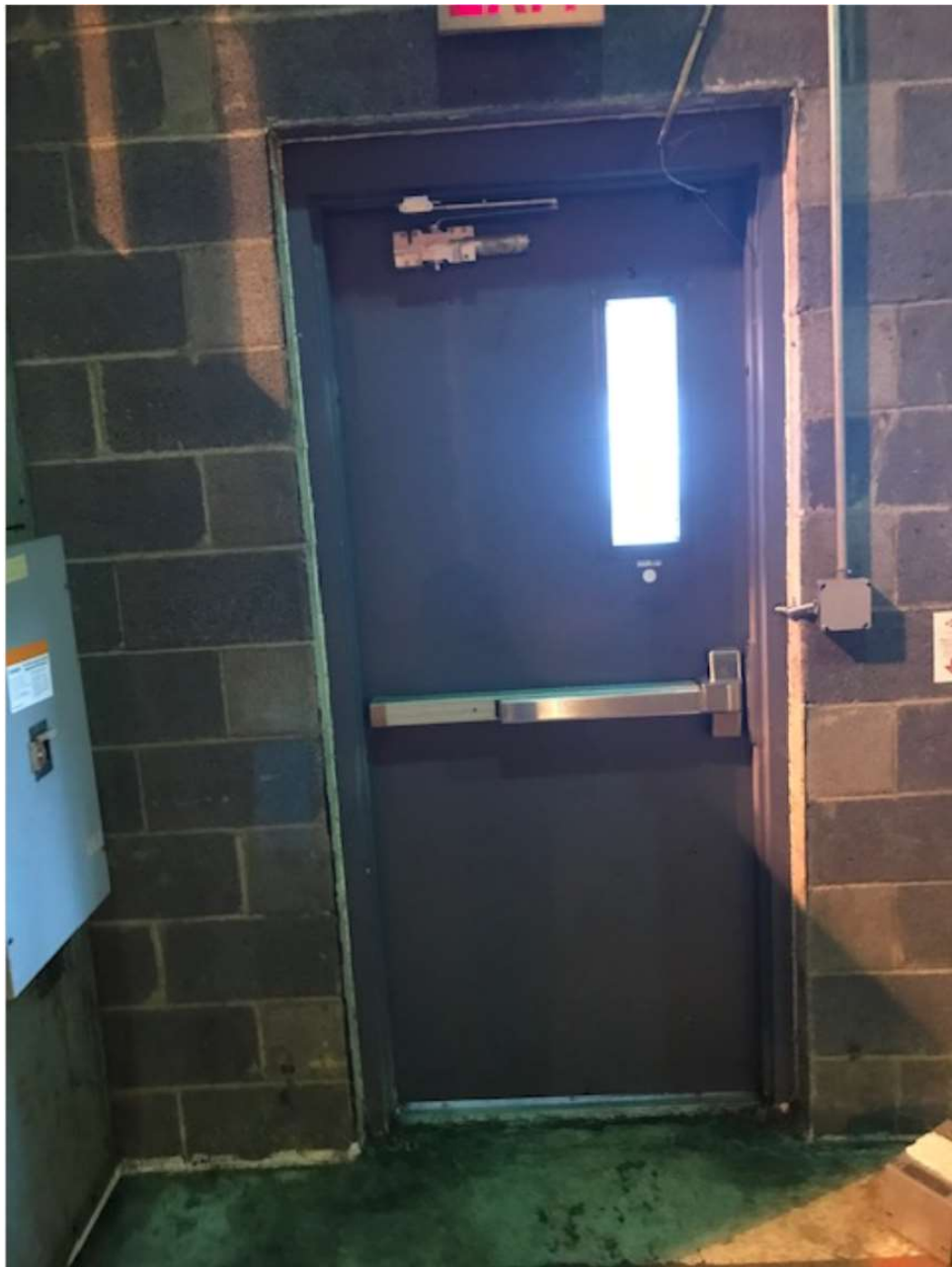
Second Door - Right of Entrance Photo 1



Second Door - Right of Entrance Photo 2



Second Door - Right of Entrance Photo 3





Third Door - Right of Entrance Photo 1



Third Door - Right of Entrance Photo 2



Third Door – Right of Entrance Photo 3



Communications Area Second Floor



Communications Area First Floor



CCTV Outdoor Camera Locations (Main Entrance Location)



CCTV Outdoor Camera Locations (Parking Lot Light Pole) To Be Removed



CCTV Outdoor Camera Locations (Front Side of Building Right of Entrance)





CCTV Outdoor Camera Location (Left Side View from Front of Building)



Parking Lot View 1



Parking Lot View 2



View of Modular Trailer



View of Left Side to Rear View of Building

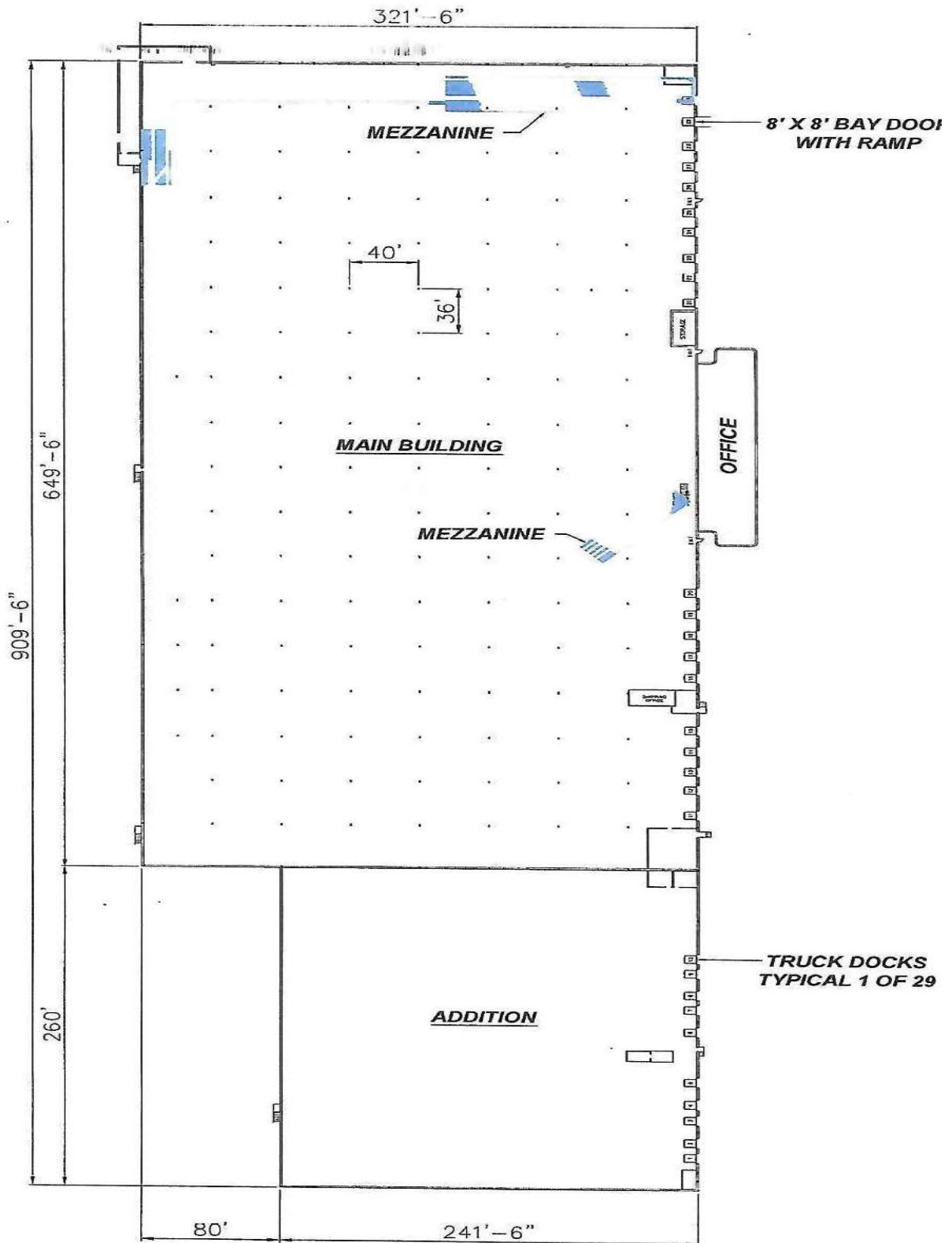


Rear Building View



Lot View Toward Front Gate





Floor Plan (Not To Scale)



**Authorized Hardware / Software**

Video Master Station	AIPHONE	IX-MV7
pivCLASS R40 Contactless Reader	HID	SY-920NHPNEK000P1
pivCLASS RPKCL40 Contact/Contactless Reader + PIN	HID	SY-923PPPNEK000P4
Exterior Camera, PTZ	Bosch	AUTODOME IP starlight 7000i (NDP-7512-Z30)
Interior Camera, Multi-Directional	Bosch	FLEXIDOME IP panoramic 6000 (NDS-6004-F360E)
Exterior Camera, Fixed	Bosch	DINION IP starlight 6000 HD (NBN-63023-B)
Interior Camera, Fixed	Bosch	FLEXIDOME IP starlight 6000 VR (NIN-63023-A3/NIN-63023-A3S)
635 Series Controller Package	Galaxy Control Systems	635PACK2HDPS
635 Series Controller Package	Galaxy Control Systems	635PACK4HDPS
635 Series Controller Package	Galaxy Control Systems	635PACK6HDPS
Galaxy	System Galaxy 11.1	11.3.0.1
Bosch	Configuration Manager	7.30.0064
Bosch	ONVIF Camera Event Driver Tool	1.0.0
Bosch	Video Management System	10.0.2.13 (350403)
Bosch	Video Recording Manager	3.82.0069
Bosch	Video Streaming Gateway	7.1.0
Microsoft	SQL Server 2016, SP2	13.x

**EXHIBIT A**  
**CRFQ # ADJ230000019**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO INSTALL PERIMETER  
FENCING AND A NEW ESS CONTROL SYSTEM AT THE  
ROCK BRANCH WAREHOUSE  
160 JACOBSON DRIVE, POCA, WV 25159

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

Newtech Systems, Inc.

BIDDERS COMPANY NAME: \_\_\_\_\_

VENDOR ADDRESS: 420 16th St.  
Dunbar, WV 25064

TELEPHONE: 304.766.0000 ext. 209

FAX NUMBER: 304.766.0003

E-MAIL ADDRESS: cjaney@newtech-sys.com

WV CONTRACTOR'S WV042038  
LICENSE NO.: \_\_\_\_\_

**CONTRACT ITEM #1 – BASE BID:** Install perimeter fencing at the Rock Branch Warehouse facility per the attached documentation.

Two Hundred Three Thousand Eight Hundred Eighty Eight and Eighty Nine Cents

(\$ 203,888.89 ) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT ITEM #2 – BASE BID:** Install a new ESS control system at the Rock Branch Warehouse facility per the attached documentation.

One Hundred Thousand Four Hundred Thrity and Thrity Nine Cents

(\$ 100,430.39 ) \*\*\* (Contract bid to be written in words and numbers.)

**CONTRACT OVERALL TOTAL COST:** Install perimeter fencing and a new ESS control system at the Rock Branch Warehouse facility per the attached documentation.

Three Hundred Four Thousand Three Hundred Nineteen and Twenty Eight Cents

(\$ 304,319.28 ) \*\*\* (Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Thomas A. Kibler DATE: 4/28/23

NAME: THOMAS A. KIBLER  
(Please Print)

TITLE: VICE PRESIDENT

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Newtech Systems, Inc.  
of 1850 Dalton Avenue, Ashland, KY 41102, as Principal, and Western Surety Company  
of 151 N. Franklin St., Chicago, IL 60606, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, IL, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Bid----- (\$ 5% of Bid-----) 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 WV National Guard. ROCK BRANCH INDUSTRIAL PARK  
Rock Branch WHSE Fencing & Electronic Security. Rock Branch Warehouse. Poca, WV  
REQ. P.O. # CRFQ 0603 ADJ230000019

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 3rd day of May, 2023.

Principal Seal

Newtech Systems, Inc.  
(Name of Principal)  
By Thomas A. Kibler  
(Must be President, Vice President, or Duly Authorized Agent)  
VICE PRESIDENT  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)  
Ryan Wingrove  
Ryan Wingrove, 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

**Nancy D Lawson, Joseph A Stanton, Jill Morris Gibson, Bradley A Meredith, Ryan Wingrove, Adam L Yeager, Individually**

of Huntington, 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 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of June, 2021, 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

March 2, 2026



M. Bent, 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 3rd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

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

---

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

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

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)



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

I, THOMAS A. KIBLER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Newtech Systems, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Newtech Systems, Inc.  
(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 A. KIBLER

Signature: Thomas A. Kibler

Title: VICE PRESIDENT

Company Name: Newtech Systems, Inc.

Date: 5/3/23

STATE OF WEST VIRGINIA,

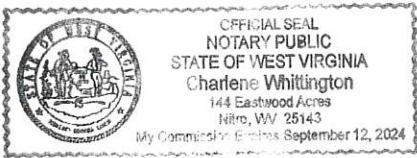
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 3<sup>rd</sup> day of May, 2023.

By Commission expires September 12, 2024

(Seal)

Charlene Whittington  
(Notary Public)



# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ ADJ2300000019

Date of Pre-Bid Meeting: 4/6/2023 at 10:00 AM

Location of Prebid Meeting: 160 Jacobson Drive, Poca, WV 25159

*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>
WV Military Authority - WVARNG	Cara M. Suppa, Procurement Analyst	1703 Coonskin Dr. Charleston, WV 25311	304-561-6667	-	Cara.m.suppa.nfg. @army.mil
CFMD	Craig Welch Project Mgr.		304-881- 2369	-	Craig.a.welch5.NFG @army.mil
CFMO	David Shefer		304-201 3351	-	David.P.Shefer. nfg@army.mil
NEWTECH SYSTEMS	CHRIS JANNEY	420 16TH St. DUNBAR, WV 25024	304.766. 0000 ext. 209	304.766. 0003	cjanney@ newtech-sys.com
<del>ASAP</del>	Adam Jarrell	St Rt. 34 5550 Winfield, WV	304 586 2913	-	adam@asafwv.com
M&L ELECT.	MATT NARY	4919 ELK RUN RD ELKHURST, W.V. 25071	304 965 6419	-	MATT.NARY@ MNLLECTRIC.COM

*\*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.*



- Audio/Visual, Conferencing & Automation
- Voice Evacuation Fire Alarm & Life Safety
- Surveillance/Security & Access Control
- Professional Sound Systems
- Healthcare Communication
- Education & Multimedia
- Structured Cabling
- Paging/Intercom

**Andy Angell**  
Branch Manager

420 16th Street  
Dunbar, WV  
Phone: 304-766-0000  
Fax: 304-766-0003  
Cell: 304-539-6920

[angell@newtech-sys.com](mailto:angell@newtech-sys.com)  
[www.newtech-sys.com](http://www.newtech-sys.com)



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

**Chris Janey**  
Systems Consultant

420 16th St.  
Dunbar, WV 25064  
Phone: 304-766-0000 ext. 209  
Fax: 304-766-0003  
Cell: 304-539-6932  
[cjaney@newtech-sys.com](mailto:cjaney@newtech-sys.com)  
[www.newtech-sys.com](http://www.newtech-sys.com)





**DEPARTMENT OF THE ARMY  
ADJUTANT GENERAL'S OFFICE  
JOINT FORCES HEADQUARTERS WEST VIRGINIA  
1707 COONSKIN DRIVE  
CHARLESTON, WEST VIRGINIA 25311-1026**

April 25, 2023

**ADDENDUM NO. 3- CRFQ-ADJ2300000019**

**RE:** Construction – Rock Branch Warehouse Fencing and Electronic Security

**TO:** Prospective Bidders

**FROM:** West Virginia Adjutant General's Office

**NOTE:** This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

**PART 1 – VENDOR QUESTIONS AND RESPONSES**

**Question No. 1:** The spec mentions card reader at the gate (singular) but the gate pedestal is a double unit, are two readers to be supplied or one?

**Response No. 1:** Two (2) card readers. One (1) at Privately Owned Vehicle ("POV") level and One (1) at semi-level.

**Question No. 2: Section 2. ESS System Portion -  
2.h. "Quantity of five (5) – Plates for BOSCH® Rex Motion 10 Outdoor Camera Housing with heater and blower, or equivalent" needs clarified.**

**Response No. 2:** Clarification of Section 2 – Item (h):

Quantity of Five (5) Bosch REX (Request-to-Exit) 5-Motion Sensors DS160/DS161, or equal.  
AND  
Quantity of Ten (10) outdoor cameras with heaters and wall mounts.



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**Question No. 3: Section 2. ESS System Portion -  
2.g "Quantity of two (2) – BOSCH® 10 DINION IP starlight 6000HD 12V 8ah battery  
operated exterior cameras, or equivalent" needs clarified.**

**Response No. 3:** Clarification of Section 2 - Item (g):

Quantity of Two (2) 12V 8ah batteries  
Quantity of Nine (9) Dinion IP Starlight 6000HD, or equal.  
Quantity of One (1) PTZ Starlight 7000i, or equal.

**Question No. 4: Are these to have battery backup and are these mounted on posts? Or  
are these to have solar cells with battery storage for offline power. Are these part of the  
contract? If so where are the locations?**

**Response No. 4:** Camera battery backups are not part of the contract. The cameras are not to be solar nor have battery back-up. The cameras will be mounted on posts.

**Question No. 5: Is the Galaxy access control system to be tied into the Galaxy system at  
the joint force headquarters in Charleston?**

**Response No. 5:** No.

**Question No. 6: Exhibit F mentions in installation part 3 CCTV that new workstation and  
monitors in the assigned command office. Is this the same as the workstation at the joint  
force headquarters /WVARNG Coonskin in Charleston or do two workstations need to be  
provided?**

**Response No. 6:** No, it is not the same as the workstation at the Joint Forces Headquarters. No, two (2) workstations do not need to be provided. One (1) workstation is to be provided and located in a commercial office off-site.

**Question No. 7: Can "cabinet C" server rack accommodate any ESS equipment or is a  
new rack to be provided?**

**Response No. 7:** Yes, "Cabinet C" can accommodate any ESS equipment. Vendor shall determine how many racks are needed.



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**Question No. 8: Will all cabling be required to be in conduit?**

**Response No. 8: Yes.**

**Question No. 9: Will this gate be approved? (\*See attached)**

**Response No. 9: Yes.**

**Question No. 10: Will the gate be "ty metal" or equal be acceptable?**

**Response No. 10: Yes.** Tymetal is acceptable. Additional submittals requesting that specific makes and models be determined as being equal or compatible will be considered individually.

**Question No. 11: Is the new fencing to match existing with top rail?**

**Response No. 11: Yes.**

**Question No. 12: Wanted to verify that the 20 ft. cantilever gate is an aluminum manually operated type two gate?**

**Response No. 12: Yes.**

**Question No. 13: There are two IX series sub stations currently at the gate. Do these units tie into a master on the first floor outside of the entrance conference room?**

**Response No. 13: Yes.**

**Question No. 14: Will the ESS vendor as part of this contract be required to show proof of good standing as a Galaxy access control vendor?**

**Response No. 14: Yes.**



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**Question No. 15: Spec mentions 7000 fixed series IP cameras, but 6000 series are on the NGB approved list. Which series fixed IP cameras are to be provided?**

**Response No. 15:** The cameras that have been approved as being equal or compatible equivalents are as follows:

AUTODOME IP Starlight 7000i (NDP-7512-Z30), or equal.  
FLEXIDOME IP Panoramic 6000 (NDS-6004-F360E), or equal.  
FLEXIDOME IP Panoramic 6000 (NDS-6004-F360E), or equal.  
FLEXIDOME IP Starlight 6000 VR (NIN-63023-A3/NIN-63023-A3S), or equal.  
FLEXIDOME MULTI 7000a (NDM-7703-A), or equal.

**Question No. 16: Spec mentions two masters and two subs and one substation enclosure and only two masters are shown on the drawing, but where are the door stations to be located? Or are they to be determined like it mentions in the specification?**

**Response No. 16:** Refer to the updated and attached Drawing One Diagram for clarification on door station locations.

**Question No. 17: The picture of the light pole states "CCTV camera locations (parking lot light pole) to be removed. Is the camera and the light pole to be removed or is it just the camera?**

**Response No. 17:** Camera only. The light pole stays.

**Question No. 18: Is the conduit along the guard rail to be removed when the camera on the light pole is removed?**

**Response No. 18:** Yes.

**Question No. 19: As well there are several pictures of cameras on the exterior of the building, are they to be removed as well?**

**Response No. 19:** Yes.

**Question No. 20: Is the conduit along the guard rail to be removed when the camera on the light pole is removed?**

**Response No. 20:** Yes.



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**Question No. 21: Is this a "Stand Alone" access control system not being networked with any other system?**

**Response No. 21:** This is a "Stand Alone" system that is not being networked with any other system.

**Question No. 22: May we bid RS2 Technology as an equivalent for the Access Control System due to potential product availability to meet deadline of 60 days?**

**Response No. 22:** Yes, equivalent, or equal products may be submitted in a vendor's bid, vendors should provide justification, product information, model numbers, and part numbers, about any equivalent or equal products so the agency can evaluate these products. Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this solicitation, provided they are of equivalent materials and construction, are equally adaptable to the conditions at the site and as approved by the agency. The contract can be extended for supply chain issues if the materials necessary to complete the scope of work are not available in a timely manner.

**Question No. 23: May we bid Panasonic iPro Video Insight as an equivalent for the CCTV VMS (Video Management Software), Cameras, & Access Control due to potential product availability to meet deadline of 60 days?**

**Response No. 23:** Yes, equivalent, or equal products may be submitted in a vendor's bid, vendors should provide justification, product information, model numbers, and part numbers, about any equivalent or equal products so the agency can evaluate these products. Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this solicitation, provided they are of equivalent materials and construction, are equally adaptable to the conditions at the site and as approved by the agency. The contract can be extended for supply chain issues if the materials necessary to complete the scope of work are not available in a timely manner.



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**Question No. 24: May we bid Motorola's Avigilon as the equivalent for the CCTV VMS (Video Management Software), Cameras, & Access Control due to potential product availability to meet deadline of 60 days?**

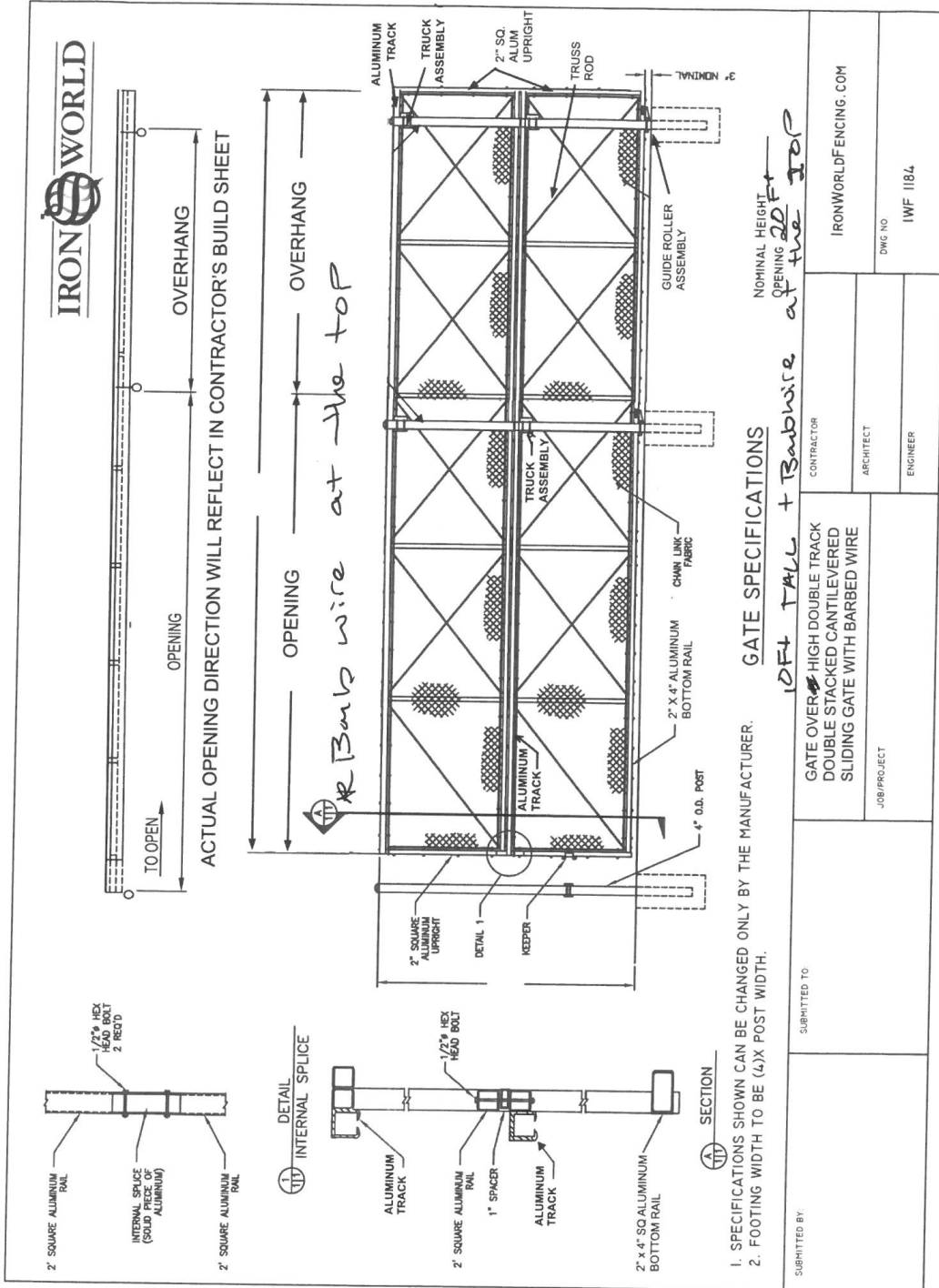
**Response No. 24:** Yes, equivalent, or equal products may be submitted in a vendor's bid, vendors should provide justification, product information, model numbers, and part numbers, about any equivalent or equal products so the agency can evaluate these products. Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this solicitation, provided they are of equivalent materials and construction, are equally adaptable to the conditions at the site and as approved by the agency. The contract can be extended for supply chain issues if the materials necessary to complete the scope of work are not available in a timely manner.

**\*ATTACHMENT FROM QUESTION NO. 9:**

See next page.



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**\*ATTACHMENT FROM QUESTION NO. 16:**

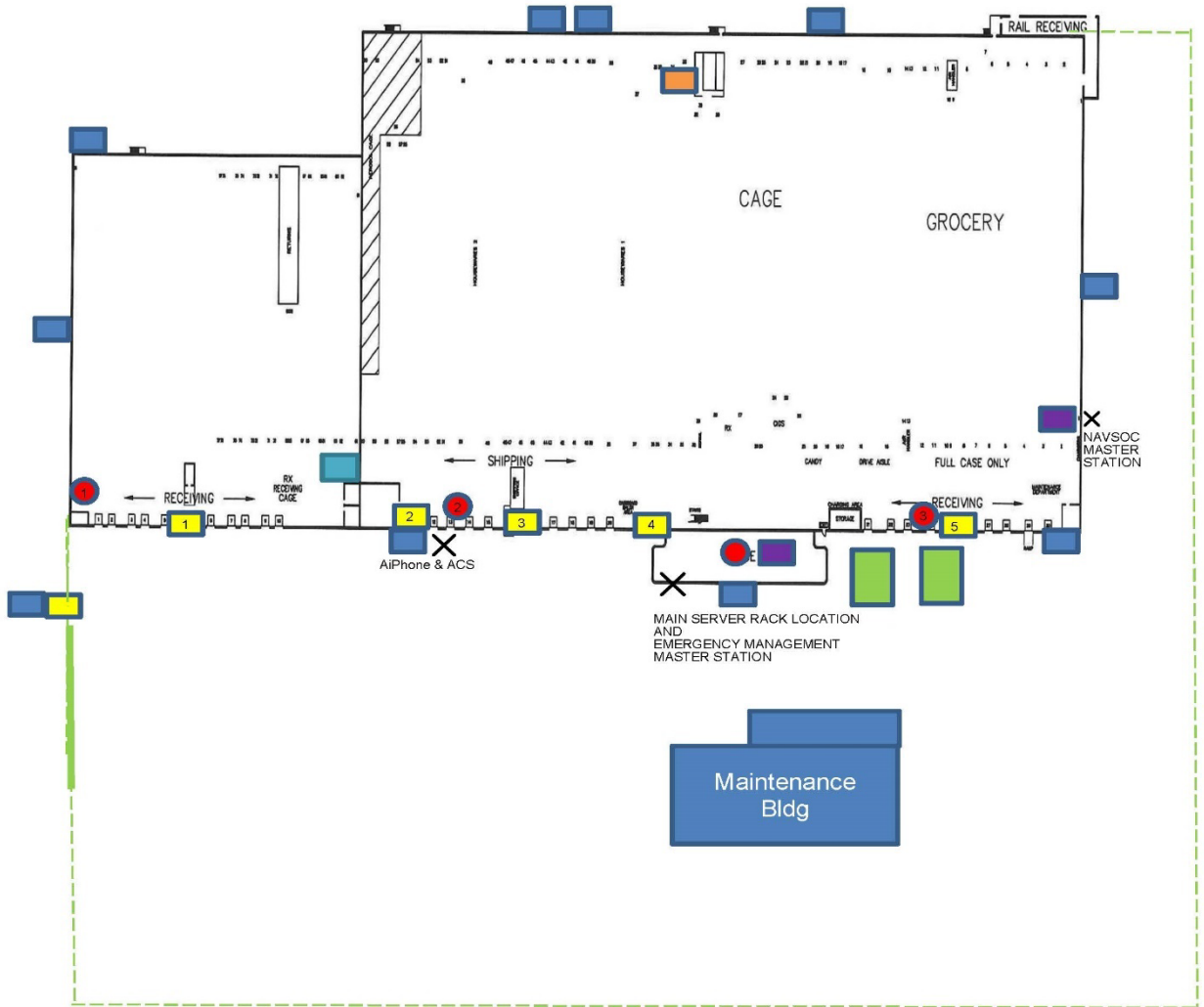
See next page.





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**ADJUTANT GENERAL'S OFFICE**  
**JOINT FORCES HEADQUARTERS WEST VIRGINIA**  
**1707 COONSKIN DRIVE**  
**CHARLESTON, WEST VIRGINIA 25311-1026**

Drawing One (1)



- Master Station
- Camera
- New Server Install
- Access Control/Card Reader
- Modular Building
- Server Locations & Equipment Rack Locations
- CCTV & ACS Controls
- Chain Link Fence
- Gate



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 1196720		<b>Reason for Modification:</b>	
<b>Doc Description:</b> (Construction) Rock Branch WHSE Fencing & Electronic Securit		Addendum No. 1	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-04-07	2023-04-25 13:30	CRFQ 0603 ADJ2300000019	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000113760  
 Vendor Name: NEWTECH SYSTEMS, INC.  
 Address: 420 16TH ST.  
 Street:  
 City: DUNBAR, WV 25064  
 State: WV Country: USA Zip: 25064  
 Principal Contact: THOMAS A. KIBLER  
 Vendor Contact Phone: (606) 325-0306 Extension: 122

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

Vendor  
 Signature X *Thomas A. Kibler* FEIN# 20-5736303 DATE 5/3/23

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ230000019**

**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 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.

Newtech Systems, Inc.

\_\_\_\_\_  
Company

*Thomas C. Kuhn*

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

*5/3/23*

\_\_\_\_\_  
Date

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



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 Charleston, WV 25305-0130

State of West Virginia  
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<b>Proc Folder:</b> 1196720		<b>Reason for Modification:</b>	
<b>Doc Description:</b> (Construction) Rock Branch WHSE Fencing & Electronic Securit		Addendum No. 2	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-04-21	2023-05-03 13:30	CRFQ 0603 ADJ2300000019	3

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 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Customer Code: 000000113760  
 Vendor Name: NEWTECH SYSTEMS, INC.  
 Address: 420 16<sup>TH</sup> ST.  
 Street:  
 City: DUNBAR  
 State: WV Country: USA Zip: 25064  
 Principal Contact: THOMAS A. KIBLER  
 Vendor Contact Phone: (606) 325-0306 Extension: 122

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

Vendor Signature X *Thomas A. Kibler* FEIN# 20-5736303 DATE 5/3/23

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**SOLICITATION NO.: CRFQ ADJ2300000019**

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| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

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Newtech Systems, Inc.

\_\_\_\_\_  
Company

*Thomas A. Kitch*

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

*5/3/23*

\_\_\_\_\_  
Date

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



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State of West Virginia  
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<b>Proc Folder:</b> 1196720		<b>Reason for Modification:</b>	
<b>Doc Description:</b> (Construction) Rock Branch WHSE Fencing & Electronic Securit		Addendum No. 3	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-04-25	2023-05-03 13:30	CRFQ 0603 ADJ2300000019	4

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 US

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Newtech Systems, Inc.

\_\_\_\_\_  
Company

*Thomas C. Kahl*  
\_\_\_\_\_

Authorized Signature

*5/3/23*  
\_\_\_\_\_

Date

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



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV042038

CLASSIFICATION:  
LOW VOLTAGE SYSTEMS

NEWTECH SYSTEMS INC  
DBA NEWTECH SYSTEMS INC  
1850 DALTON AVENUE  
ASHLAND, KY 41102

DATE ISSUED

FEBRUARY 26, 2023

EXPIRATION DATE

FEBRUARY 26, 2024

*Mary Ware, CFO*

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.