



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 3

List View

### General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 399235

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0432

Vendor ID: 000000203417

SO Doc ID: DCH1800000006

Legal Name: PROGRESSIVE ELECTRIC INC

Published Date: 1/31/18

Alias/DBA:

Close Date: 2/15/18

Total Bid: \$475,000.00

Close Time: 13:30

Response Date: 02/15/2018

Status: Closed

Response Time: 12:27

Solicitation Description: Addendum 2 - Upgrades to the Culture Center Security System

Total of Header Attachments: 3

Apply Default Values to Commodity Lines

View Procurement Folder



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Upgrades to the Culture Center Security System				\$475,000.00

Comm Code	Manufacturer	Specification	Model #
72151703			

<b>Extended Description :</b>	Upgrades to the Culture Center Security System
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**Comments:** See pricing sheet in the submitted RFQ



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

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 399235

Doc Description: Upgrades to the Culture Center Security System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-18	2018-02-15 13:30:00	CRFQ 0432 DCH1800000006	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Progressive Electric Inc.  
 P O Box 3695  
 Charleston WV 25336  
 (304) 345-1253

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0585404

DATE 02/15/2018

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

**ADDITIONAL INFORMATION:****Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History and the Division of Protective Services to establish a one-time construction contract for the following:

Project Description: The migration from the Agency Existing Card Access system located at the Culture Center to the Existing Division of Protective Services Enterprise Access System for Building 9 (The Culture Center).

INVOICE TO	SHIP TO
RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E  CHARLESTON WV25305-0300  US	RECEIVING DEPARTMENT DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E  CHARLESTON WV 25305-0300  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Upgrades to the Culture Center Security System		See Pricing Page		

Comm Code	Manufacturer	Specification	Model #
72151703			

**Extended Description :**

Upgrades to the Culture Center Security System

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

West Virginia Division of Culture and History  
The Culture Center, Room # 137, (Lower Level) Green Room  
1900 Kanawha Blvd. E.  
Charleston, WV 25305  
Date: January 31, 2018  
Time: 9:30 AM EST

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

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

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

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

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

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

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

Question Submission Deadline: February 7, 2018 at 10:00 AM EST

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

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

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

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

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

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

Bid Opening Date and Time: February 15, 2018 at 1:30 PM EST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within One Hundred Twenty (120) Calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

WV Contractor's License

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

One Million Dollars (\$1,000,000.00)

**Automobile Liability Insurance** in at least an amount of: Sixty Thousand Dollars (\$60,000.00)

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

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

Two Hundred Dollars (\$200.00) per day for failure to complete the project within the Contract Period

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

**22. COMPLIANCE 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

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

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

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

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

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Progressive Electric Inc.

Contractor's License No.: WV- 000005

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Bidder's name

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

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

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

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



REQUEST FOR QUOTATION  
Migration of Existing Card Access system to Existing Capitol Enterprise Access System for  
Building 9  
(The West Virginia Culture Center).

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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 Division of Culture and History and the Division of Protective Services to establish a one-time construction contract for the following:

*Project Description:* The migration from the Agency Existing Card Access system located at the Culture Center to the Existing Division of Protective Services Enterprise Access System for Building 9 (The Culture Center). The request is for the vendor to provide and installation; to include all new card readers, control panels for doors, hardware, panic buttons, work stations, and all other necessary equipment to make the system 100% functional. This system must be fully integrated and be compatible with the existing, related Division of Protective Services (DPS) Security Systems without requiring the Agency to purchase additional software or hardware for functionality to include the UTC/Lenel-On Guard/Facility Commander card access system, or equal and the Installation of 4 CCTV cameras. Integration of Culture Center (B9) components into the DPS Command Center will be on existing DPS multi-mode fiber which enters B9 in a panel located in the lower level on the South wall in the Library Commission Storage area. At a minimum the fiber will be verified and tested. The door controls for the three loading docks at the Culture Center (B9) will be integrated and ported into the DPS Command Center. This should mirror the integration plan for the dock at Building 3. Avigilon encoders will be utilized to control the analog PTZ Pelcos with the Coaxitron converters.

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 installation and/or repair; to include all new card readers, control panels for doors, hardware, panic buttons, work stations, and all other necessary equipment to make the system 100% functional as more fully described in the Project Plans.
- 2.2 **“Certified Technician”** means a Technician, certified by the respective manufacturers, to install and service the existing equipment or system that they are called upon to service.

**REQUEST FOR QUOTATION**  
**Migration of Existing Card Access system to Existing Capitol Enterprise Access System for**  
**Building 9**  
**(The West Virginia Culture Center).**

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This includes existing integrated equipment and systems; and new equipment and systems, installed by the Vendor, as a part of this Contract. To include, but not to be limited to; Lenel On-Guard card access systems and equipment, Allegion wireless locks and network/software interfaces, and Avigilon CCTV systems and equipment.

- 2.3 “Service Area”** means the ability to respond to a Service Request, by the Vendor, using manufacturer certified technicians within three (3) hours following a request for service by the Agency.
- 2.4 “UTC”** Means UTC Climate, Controls & Security, A division of United Technologies Corporation.
- 2.5 “Lenel-On Guard /Facility Commander”** is card access security software and equipment currently in use by the Division of Protective Services.
- 2.6 “Avigilon CCTV system.”** Is a Closed-Circuit Television (CCTV) system currently in use by the Division of Protective Services.
- 2.7 “Progressive Scan”** means a way of displaying, storing, or transmitting moving images in which all the lines of each frame are drawn in sequence. (Found in attached EXHIBIT “B”)
- 2.8 “CMOS”** means Complementary metal–oxide–semiconductor, a technology for constructing integrated circuits. (Found in attached EXHIBIT “B”)
- 2.9 “3D Signal-to-noise ratio (imaging)”** a physical measure of the sensitivity of a digital or film imaging system. (Found in attached EXHIBIT “B”)
- 2.10 “H.264 (MPEG-4 Part 10/AVC)”** a block-oriented motion-compensation-based video compression standard.  
<https://www.itu.int/ITU-T/recommendations/rec.aspx?rec=13189>  
(Found in attached EXHIBIT “B”)
- 2.11 “Motion JPEG”** a video compression format in which each video frame or interlaced field of a digital video sequence is compressed separately as a JPEG image. (Found in attached EXHIBIT “B”)

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- 2.12 “Wide Dynamic Range”** a method, using onboard software, that allows a CCTV camera to balance high contrast lighting for one clear image. (Found in attached EXHIBIT “B”)
- 2.13 “FIPS 201-1”** means Federal Information Processing Standard (FIPS) Publication 201-1, Standard for Personal Identity Verification (PIV) of Federal Employees and Contractors (<http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>) (Found in attached EXHIBIT “B”)
- 2.14 “1 GbE”** Means 1 Gigabit Ethernet, a term describing various technologies for transmitting Ethernet frames at a rate of a gigabit per second (1,000,000,000 bits per second) (Found in attached EXHIBIT “B”)
- 2.15 “1000BASE-X”** means a term used in industry to refer to Gigabit Ethernet transmission over fiber. (Found in attached EXHIBIT “B”)
- 2.16 “SFP”** Means Small Form-factor Pluggable; a compact, hot-pluggable optical module transceiver used for both telecommunication and data communications applications. (Found in attached EXHIBIT “B”)
- 2.17 “MDI-X”** means Medium Dependent Interface-Crossover; such as Ethernet over twisted pair. (Found in attached EXHIBIT “B”)
- 2.18 “CCNA”** means Cisco Certified Network Associate. A CCNA certified technician is certified to have the skills necessary to administer Cisco devices on small or medium-sized networks.
- 2.19 “Cisco”** means Cisco Systems, Inc., Corporate Headquarters located at 170 West Tasman Dr., San Jose, CA 95134.
- 2.20 “Auto MDI-X”** detects if a connection would require a crossover, and automatically chooses the MDI or MDI-X configuration to properly match the other end of the link. (Found in attached EXHIBIT “B”)

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- 2.21 “Store and forward”** means a telecommunications technique in which information is sent to an intermediate station where it is kept and sent at a later time to the final destination or to another intermediate station. The intermediate station, or node in a networking context, verifies the integrity of the message before forwarding it. (Found in attached EXHIBIT “B”)
- 2.22 “Wiegand”** means *Wiegand interface*; a de facto wiring standard which arose from the popularity of Wiegand effect card readers in the 1980s. It is commonly used to connect a card swipe mechanism to the rest of an access control system. (Found in attached EXHIBIT “B”)
- 2.23 “Clock and Data”** means a card reading protocol that allows the use of a magnetic stripe reader card. (Found in attached EXHIBIT “B”)
- 2.24 “RS-485 (OSDP)”** means an electrical interface standard defining the electrical characteristics of drivers and receivers; in this case, multi-drop card readers. OSDP refers to Open Standard Device Protocol; a standard that allows card readers and similar devices to interface with control panels and other security management systems. (Found in attached EXHIBIT “B”)
- 2.25 “Coaxitron”** means a proprietary protocol format for pan/tilt/zoom control of a camera over coaxial cable through Translator Equipment. It is the interface between a Camera controller and a “Point, Tilt, Zoom” Closed Circuit Television Camera. . (Found in attached EXHIBIT “B”)
- 2.26 “NTSC”** means National Television System Committee and refers to the color video broadcast standard used in North America. 30 frames are transmitted each second and each frame is made up of 525 individual scan lines. . (Found in attached EXHIBIT “B”)
- 2.27 “PAL”** means Phase Altering Line and refers to the color video broadcast standard used in most countries outside of North America. 20 frames are transmitted each second and each frame is made up of 625 individual scan lines. (Found in attached EXHIBIT “B”)
- 2.28 “BNC Connector”** means **Bayonet Neill–Concelman) Connector**, a miniature quick connect/disconnect radio frequency connector used for coaxial cable. (Found in attached EXHIBIT “B”)

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- 2.29 "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.
- 2.30 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
- 2.31 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
- 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 **three (3)** projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4.1.1.** (Prior to award) the bidder shall have satisfactorily completed projects of a similar size, scope and complexity as the system detailed in this specification.
- 4.1.2.** The successful bidder may be required to furnish within 2 weeks of award written proof of experience of three (3) references and proof of current accreditation, authorization and certification listed below.
- 4.1.2.1. Reference format:**
- 4.1.2.1.1.** Site name
  - 4.1.2.1.2.** Site contact number
  - 4.1.2.1.3.** Site contact title

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- 4.1.2.1.4. Project value in dollars.
        - 4.1.2.1.5. Brief description of project
- 4.1.3. The Vendor should provide Manufacturer's certification information to document their ability to install and service the manufacturer's card access system and its components.
- 4.1.4. The Vendor shall also be a manufacturer's factory authorized local service organization that shall carry a stock of spare parts and provide maintenance for the card access systems, wireless readers and related systems under this contract. Local shall be defined as a Vendor's ability to respond to a Service Request using manufacturer certified technicians within Three (3) hours following a request for service by the Agency.
- 4.1.5. The Vendor shall have at least 3 certified technicians with the ability to respond to service requests within three (3) hours of notification.
- 4.1.6. The Vendor shall be a factory authorized and certified by the respective manufacturers to sell, install and service all integrated systems equipment as well. Including the existing Lenel On-Guard card access system which shall be integrated via, software interface, to Allegion AD-400 series wireless locks, or equal.
- 4.1.7. The Vendor shall, at the time of the bid, employ a certified Cisco CCNA technician, or equal. All network and integrated systems must be verified by the Vendor's Cisco certified CCNA technician, or equal.
- 4.1.8. Failure to provide any requested documentation and certifications will result in a disqualification of bid as nonresponsive.

**5. Vendor Installation Requirements:**

- 5.1.1. Vendor shall provide all equipment, connections, wires, and components, and licenses. And, the above must be the most current release of model, manufacturer, and new release at the time of order. No refurbished or used items will be accepted. Vendor must be certified to provide cameras, card access, intrusion sensors, installation of above, and the integrated Enterprise VMS (Video Management System).
- 5.1.2. Vendor shall provide all miscellaneous installation materials and accessories needed to install, commission and operate equipment.

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- 5.1.3.** Vendor shall provide a complete and working system addition to the existing Lenel card access system, panic buttons, alarm monitoring and existing Avigilon CCTV system.
- 5.1.4.** Vendor shall provide installation of integrated security systems with control panels, servers, workstations, software, low voltage power supplies, card readers, wireless door lock receivers and lock assemblies, request to exit, interface monitor and control to other systems, and other security related devices; fully compatible with existing system.
- 5.1.5.** Vendor shall furnish and install power, raceway, supports, cables and all installation material needed to support security system equipment. Contractor shall include all costs associated with providing equipment and labor as needed to install fully operational system.
- 5.1.6.** Vendor shall include all necessary wiring, cabling, labor, tools, equipment, and ancillary materials required to provide a complete and operational security system.
- 5.1.7.** Vendor shall provide AD400 Wireless locks to match existing equipment in use by the Division of Protective Services capable of "wake up on radio"/Lock down unless otherwise directed.
- 5.1.8.** Vendor shall provide an expansion to the existing Lenel-On Guard access control system software. Add additional reader licenses as required for new card readers. Locations will be determined by owner in mandatory walk -through.
- 5.1.9.** Vendor shall provide startup and commissioning. It shall be coordinated with OWNER.
- 5.1.10.** Vendor shall train the OWNER to operate and program the system including:
  - 5.1.10.1.** Configuring the software with basic schedules, initial user access groups, alarm monitoring, access levels and reporting.
  - 5.1.10.2.** Providing the OWNER with One (1) onsite training session on how to build and maintain the user database for access control.
- 5.1.11.** Vendor shall integrate the existing Lenel-OnGuard access control system software platform with Allegion AD400-900 MHZ wireless locks; Ethernet based PIM modules only.

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**5.1.11.1.** Vendor's Security integrator shall provide wireless locks and PIM-400 Ethernet based modules and shall be responsible for the connection to the existing Lenel-On Guard card access system software/equipment and programming.

**5.1.12.** Vendor shall provide "as-built" shop drawings on owner provided building drawings. Show new hardware locations and wire routes. During system installation, the Contractor shall maintain a separate hard copy set of elementary diagrams, and wiring diagrams of the Lenel-On Guard card access system software, for records keeping. This set shall be accurately kept up to date by the Contractor with all changes and additions to the Lenel-On Guard card access system software. Copies of the final "as-built" drawings shall be provided to the end user editable PDF and AutoCAD format. Vendor shall include in their bid all costs associated with providing "as-built" drawings to Owner showing actual equipment location, actual power circuits used, actual cable paths and any changes made to the project drawings during the installation.

**5.1.12.1.** Failure to provide this required "as-built" information shall prevent Contractor from receiving final payments.

**5.2. Warranty:**

**5.2.1.** Vendor shall provide a one (1) year warranty on parts and installation.

**5.2.2. Software Support & Maintenance:**

**5.2.2.1.** Vendor shall include as a part of the bid all costs associated with a two (2) year (SUSP) Support agreement and Service (Maintenance) Program. The software support agreement shall start upon system acceptance. Maintenance shall include yearly visits to inspect the controllers, door hardware, server logs, operating systems updates, driver updates, antivirus updates, review database back up, device firmware updates as needed to maintain optimal performance and provide maximum reliability. This work is to be performed by a certified factory technician.

**6. 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

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Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

**6.1** Renewal options for SUSP years 2 and 3 will be initiated by the Agency, agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**6.2** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.

**7. ACCEPTANCE OF SYSTEM:**

If the test period produces no issues, the agency will issue a Letter of Acceptance of the system, and the contract and warranty period would start at that time.

Once acceptance of the system is agreed to by the Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty.

Bids will be evaluated based on total bid amount. Years 2 of maintenance will be issued via change order.

**8. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.

**9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

**10. 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.

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**11. 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.
- Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**12. CONDITIONS OF THE WORK**

**12.1. 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.

**12.2. 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.

**12.3. Standard Work Hours:** The standard hours of work for this Contract will be **8:00 AM to 5:00 PM Monday through Friday**, 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.

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

**12.4.1. 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:

**12.4.1.1.** Removal and disposal of all shipping containers, packaging materials, and construction debris.

**12.4.1.2.** Restoring of areas to their original condition prior to the work; to include, but not limited to, the placing of ceiling tiles, moved or removed, back to the openings as a result of the work.

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12.4.1.3. Replacement of any damaged or destroyed ceiling tiles as a result of the work.

12.4.2. **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.

**13. 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:

13.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

13.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

13.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

13.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

13.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**14. MISCELLANEOUS:**

14.1. **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:**           Duane A. Shurow          

**Telephone Number:**           (304) 345-1253

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**Fax Number:** (304) 345-1256

**Email Address:** dshurow@wewireu.com

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**EXHIBIT A – Pricing Page**

**INSTRUCTIONS:** Bidding Vendor enter the result under Base Bid Amount below.

Item	Description	Item Price
1	Turnkey installation to Migrate Existing Card Access system to Existing Capitol Enterprise Access System for Building 9 (The Culture Center) per Specifications.	\$449,000.00
2	Maintenance per 5.2.2.1 above: Year #1	13,000.00
3	Maintenance per 5.2.2.1 above: Year #2	13,000.00
Add above Item Prices for Items 1, 2, & 3 for <b>TOTAL BID</b> ▶		\$475,000.00

Respectfully submitted,

BY:   
 (Authorized Signature)

NAME: Duane A. Shurow  
 (Type or Print)

TITLE: Vice President  
 (Type or Print)

FIRM ADDRESS: PO Box 3695, Charleston, WV 25336

DATED: 02/15/2018

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**EXHIBIT B – PROJECT PLANS**

**EQUIPMENT SCHEDULE**

**NOTE:** *Any model, brand, or specification listed below 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. Any alternate or substitution request must be submitted to the Buyer prior to the technical question deadline.*

*Any Alternate Product, model or brand submitted by a Vendor for approval MUST be fully compatible with existing, related, Division of Protective Services Security Systems; including the UTC/Lenel-On Guard/Facility Commander card access system per the specifications without the purchase of additional software or hardware.*

**13. GENERAL REQUIREMENTS:**

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

**13.1.1 CARD READER: ALLEGION, *aptiQ*, MP15, Multi Technology Reader (OR EQUAL)** *Supplied hardware described below must be compatible, in all respects, with existing Department of Protective Services access and security systems.*

**13.1.1.1 Reader Type:** Multi-Technology, single gang

**13.1.1.2 Frequency:** 13.56 MHz and 125 KHz

**13.1.1.3 FIPS 201-1 compliant.** *(See Section 2: Definitions, 2.13: FIPS 201-1. above)*

**13.1.1.4 Voltage Range:** 5-16 VDC

**13.1.1.5 Power Supply:** Linear DC

**13.1.1.6 Current requirement (at 12 VDC and 25 C; mAmps):** Average 120 mA-Peak 200 mA

**13.1.1.7 Read Range:** Proximity: Up to 5"

**13.1.1.8 Cable Specification:** Use 18 AWG, 5 conductor stranded/shielded.

**13.1.1.9 System Interfaces:** Wiegand / Clock & Data / RS-485 Open Source Data Protocol (OSDP)

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**13.1.2 NETWORKED, WIRELESS, ELECTRONIC LOCKS:**  
**SCHLAGE/ALLEGION AD-400 SERIES (OR EQUAL)**

*Supplied hardware described below must be compatible, in all respects, with existing Department of Protective Services access and security systems.*

**13.1.2.1 Door Hardware Code: AD-400-70-MT-ATH-612-JD-LH-8B-09-663-10-072-1 ¾ (or equal)**

- 13.1.2.1.1 Series:** SCHLAGE/ALLEGION AD-400 series (OR EQUAL)
- 13.1.2.1.2 Chassis:** Mortise
- 13.1.2.1.3 Function:** Classroom/Storeroom
- 13.1.2.1.4 Reader:** Multi-Technology Card Reader.
- 13.1.2.1.5 Lever Style:** ATHENS (OR EQUAL)
- 13.1.2.1.6 Finish:** Satin Bronze
- 13.1.2.1.7 Lever Cylinder Type:** Schlage, six (6) pin full cylinder.
- 13.1.2.1.8 Door Handing:** Left Handed.
- 13.1.2.1.9 Battery:** Eight (8) AA cells.
- 13.1.2.1.10 Backset & Latch:** Mortise, Armor Front, 1-1/4" Wide, square corner
- 13.1.2.1.11 Strike:** Mortise 1-3/16" x 4-7/8" square corner, box.
- 13.1.2.1.12 Door Thickness:** 1 ¾ "

**13.1.2.2 Door Hardware Code: AD-400-993R-70-MT-ATH-612-JD-RHR-8B- 1 ¾ "**

- 13.1.2.2.1 Series:** SCHLAGE/ALLEGION AD-400 series (OR EQUAL)
- 13.1.2.2.2 Chassis:** Exit Trim- Rim.
- 13.1.2.2.3 Function:** Classroom/Storeroom
- 13.1.2.2.4 Reader:** Multi -Technology Card Reader.
- 13.1.2.2.5 Lever Style:** ATHENS (OR EQUAL)
- 13.1.2.2.6 Finish:** Satin Bronze
- 13.1.2.2.7 Lever Cylinder Type:** Less Schlage, full size, Interchangeable Core Cylinder
- 13.1.2.2.8 Door Handing:** Right Handed Reversible
- 13.1.2.2.9 Battery:** Eight (8) AA cells.
- 13.1.2.2.10 Door Thickness:** 1 ¾ "

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**13.1.2.3 Door Hardware Code: AD-400-993DT-70-ATH-612-LHR-1 ¾"**

- 13.1.2.3.1 Series:** SCHLAGE/ALLEGION AD-400 series (OR EQUAL)
- 13.1.2.3.2 Chassis:** Non-functioning dummy trim for Exit
- 13.1.2.3.3 Function:** Classroom/Storeroom
- 13.1.2.3.4 Lever Style:** ATHENS (OR EQUAL)
- 13.1.2.3.5 Finish:** Satin Bronze
- 13.1.2.3.6 Door Handing:** Left Handed Reversible.
- 13.1.2.3.7 Door Thickness:** 1 ¾"

**13.1.2.4 Door Hardware Code: AD-400-CY-70-MT-ATH-LH-8B-90-663-10-072--1 ¾"**

- 13.1.2.4.1 Series:** SCHLAGE/ALLEGION AD-400 series (OR EQUAL)
- 13.1.2.4.2 Chassis:** Cylindrical
- 13.1.2.4.3 Function:** Classroom/Storeroom
- 13.1.2.4.4 Lever Style:** ATHENS (OR EQUAL)
- 13.1.2.4.5 Finish:** Satin Bronze
- 13.1.2.4.6 Door Handing:** Left Handed
- 13.1.2.4.7 Battery:** Eight (8) AA cells.
- 13.1.2.4.8 Backset & Latch:** Mortise, Armor Front, 1-1/4" Wide, square corner
- 13.1.2.4.9 Strike:** Mortise 1-3/16" x 4-7/8" square corner, box.
- 13.1.2.4.10 Door Thickness:** 1 ¾"

**13.1.3 Rim Exit Devices:** Von Duprin/Allegion (OR EQUAL)

Supplied hardware described below must be compatible, in all respects, with existing Department of Protective Services access and security systems.

**13.1.4 Exit Device Code: 99-EO-313-4'**

- 13.1.4.1 Series:** Von Duprin/ALLEGION Series 99-grooved (OR EQUAL)
- 13.1.4.2 Trim Type:** No outside trim, Exit Only
- 13.1.4.3** Four (4) foot device.

**13.1.5 Surface mounted strike for rim exit device code: 6300-S024-EB**

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**13.1.5.1 Series:** Von Duprin/ALLEGION Series 6300 (OR EQUAL)

**13.1.5.2 Latch bolt throw:** 3/4"

**13.1.5.3 Face plate length:** 9"

**13.1.5.4 Projection:** 3/4"

**13.1.5.5 Lockset:** Rim exit device

**13.1.5.6 Number of doors:** Single

**13.1.5.7 Power failure mode:** Fail-secure only

**13.1.5.8 Finish:** Stainless Steel, Satin

**13.1.5.9 Rectifier kit (S024):** Converts 24 VAC voltage to 24 VDC to operate the strike solenoid

**13.1.5.10 Buzzer:** Yes, Entry buzzer (EB)

**13.1.6 Electromagnetic Lock Devices:**

Supplied hardware described below must be compatible, in all respects, with existing Department of Protective Services access and security systems.

**13.1.6.1 Electromagnetic Lock Device: M450**

**13.1.6.1.1 Series:** SCHLAGE/ALLEGION M400 series (OR EQUAL)

**13.1.6.1.2 Holding Force:** Meets or exceeds BHMA standard of 1000 lbs

**13.1.6.1.3 Door type:** Single

**13.1.6.1.4 Input voltage:** (auto selected) 12/24 VDC

**13.1.6.1.5 Current draw:** .75A @ 12 VDC, .38A @ 24 VDC

**13.1.6.1.6 Certifications:** UL 1034, UL 10C, UL 294, ANSI/BHMA156.23, cUL, CSFM

**13.1.7 Elevator Control Kit: Schlage/Allegion ECK400 (consisting of the following)**

Supplied hardware described below must be compatible, in all respects, with existing Department of Protective Services access and security systems.

**13.1.7.1 Remote antenna module: ANT400-REM-I/O (OR EQUAL)**

**13.1.7.1.1 Series:** SCHLAGE/ALLEGION AD Series Remote antennas.

**13.1.7.1.1.1 Type:** Quasi omni-directional, unity gain, Flat Panel.

**13.1.7.1.1.2 Communication Range Extension:** 15 ft due to cable length

**13.1.7.1.1.3 Environment:** Indoor/outdoor

**13.1.7.1.1.4 Temperature Range:** -40°C to +65°C (-40°F to +150°F)

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**13.1.7.1.2 Wireless Reader Interface: SCHLAGE/ALLEGION WRI400**  
**Wireless Reader Interface (OR EQUAL)**

**13.1.7.1.2.1 Frequency Range:** From 902 to 928 MHz

**13.1.7.1.2.2 Modulation:** 900 MHz spread spectrum, direct sequence, 10 channels.

**13.1.7.1.2.3 Data rate RF:** 40 kbps

**13.1.7.1.2.4 Credential verification time:** < 1 second

**13.1.7.1.2.5 Communication range:**

**13.1.7.1.2.5.1** Up to 200 ft. normal building construction

**13.1.7.1.2.5.2** Up to 1000 ft. clear line of sight.

**13.1.7.1.3 Panel Interface Module: SCHLAGE/ALLEGION PIM400-TD2**  
**Panel Interface Module (OR EQUAL)**

**13.1.7.1.3.1 Frequency range:** From 902 to 928 MHz

**13.1.7.1.3.2 Modulation:** 900 MHz spread spectrum, direct sequence, 10 channels

**13.1.7.1.3.3 Credential verification time:** < 1 second

**13.1.7.1.3.4 Communication range:**

**13.1.7.1.3.4.1** Up to 200 ft with obstructions

**13.1.7.1.3.4.2** Up to 1000 ft clear line of sight

**13.1.7.1.3.4.3** Up to 2000 ft line of sight with high gain antenna on PIM400

**13.1.7.1.3.4.4** Up to 4000 ft line of sight with high gain antennas on PIM400 and WRI400

**13.1.7.1.3.5 System interface:**

**13.1.7.1.3.5.1** Wiegand (data1/data0) OR,

**13.1.7.1.3.5.2** magnetic stripe (Clock & Data)

**13.1.7.1.3.6 Power supply:** 12 VDC or 24 VDC

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**13.1.7.1.3.7 Voltage range: 9.5 VDC to 26 VDC**

**13.1.7.1.3.8 Max current requirement: Up to 250 mA**

**13.1.7.1.3.9 Operating temperature: Between -31° to 151°F (-35° to 66°C)**

**13.1.7.1.3.10 Data rate RF: 40 kbps:**

**13.1.8 Panic Button System (Wireless):** The supplied hardware described below must be compatible, in all respects, with each other and existing Department of Protective Services access and security systems.

**13.1.8.1 Bosch RADION Wireless Panic Button, RFPB-TB-A (OR EQUAL)**

**13.1.8.1.1 Water and Dust resistant**

**13.1.8.1.2 Power/Voltage: One CR2032 Lithium battery, 3 VDC.**

**13.1.8.1.3 Battery Life: up to a minimum of five (5) years**

**13.1.8.1.4 Supervision for Low Battery and removal from monitored area.**

**13.1.8.2 Bosch RADION wireless receiver SD (OR EQUAL)**

**13.1.8.3 Wall and cover tamper switch**

**13.1.8.3.1 Unit should transmit a signal if the unit is removed from its base or the mounting surface.**

**13.1.8.3.2 Radio Frequency Interference:**

**13.1.8.3.3 The Unit should detect and report interference jamming when the ambient noise level is above jamming thresholds for a continuous period of at least 20 seconds.**

**13.1.8.4 Effective wiring distance:**

**13.1.8.4.1 No greater than 800 feet from the control panel.**

**13.1.8.5 Power / Voltage 10-14 VDC, 12 VDC nominal.**

**13.1.8.6 Frequency: 433.42 MHz**

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**13.1.9 Exterior Closed Circuit Television Cameras (CCTV):** The supplied hardware described below must be compatible, in all respects, with each other and existing Department of Protective Services access and security systems.

**13.1.9.1 AVIGILON H4 Edge Solution (ES) Bullet Camera (OR EQUAL)**

**13.1.9.1.1 Type:** 3 Megapixel

**13.1.9.1.2 Image Sensor:** 1/2.8, progressive scan CMOS

**13.1.9.1.3 Active Pixels:** minimum 2048 x 1536

**13.1.9.1.4 Minimum Aspect Ratio:** 4:3

**13.1.9.1.5 Lens**

**13.1.9.1.5.1** (minimum) 3 Millimeter (mm) - (maximum) 9 Millimeter (mm), F1.3 P-Iris, Remote focus and zoom

**13.1.9.1.5.2** Angle of View: From 32° to 98°

**13.1.9.1.5.3** IR Illumination: 50 m (164 ft.) max. distance at 0 lux; 30 m (98 ft.) at -25 °C (-13 °F) or lower.

**13.1.9.1.5.4** Minimum Illumination: 0.04 lux (F1.3) in color mode; 0 lux (F1.3) in monochrome mode with IR

**13.1.9.1.6 Camera Operating Modes:**

**13.1.9.1.6.1** High Framerate = Camera will prioritize maximum image rate over other features. Wide Dynamic Range (WDR) is disabled.

**13.1.9.1.6.2** Full Feature = Camera will prioritize feature capabilities over image rate.

**13.1.9.1.7 Image Rate**

**13.1.9.1.7.1** High Framerate: minimum of 30 frames per second (fps)

**13.1.9.1.7.2** Full Feature: minimum of 12 frames per second (fps)

**13.1.9.1.8 3D signal noise reduction filter:** Yes

**13.1.9.1.9 Onboard Storage:**

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13.1.9.1.9.1 Equipped with on-board minimum 256 GB Solid State Drive

13.1.9.1.9.2 Up to a minimum of thirty (30) days retention on-board.

**13.1.9.1.10 Image Control:**

13.1.9.1.10.1 Compression Method: H.264 (MPEG-4 Part 10/AVC),  
Motion JPEG

13.1.9.1.10.2 Streaming: Multi-stream H.264 and Motion JPEG

13.1.9.1.10.3 Bandwidth Management: High Definition Stream  
Management to efficiently use bandwidth and storage and  
Idle scene mode to lower Bandwidth and Storage when there  
is no motion in camera range.

13.1.9.1.10.4 Camera Tampering Detection.

13.1.9.1.10.5 Automatic and manual Electronic Shutter, Iris, and  
Day/Night control.

13.1.9.1.10.6 Automatic and manual white balance.

13.1.9.1.10.7 Tamper Resistant Housing.

**13.1.9.1.11 Electrical:**

13.1.9.1.11.1 Power Source: PoE: IEEE802.3af Class 3 compliant

**13.1.9.2 Network and Video Camera Interface Equipment Avigilon HD Network  
Video Recorder, HD-NVR3-STD-36TB (OR EQUAL)**

The supplied hardware described below must be compatible, in all respects, with  
each other and existing Department of Protective Services access and security  
systems.

**13.1.9.2.1 Network Streaming Performance:**

13.1.9.2.1.1 Network Connection: 1 GbE (multiple network connections)

13.1.9.2.1.2 Recording Data Rate: Up to 450 Megabytes per Second

13.1.9.2.1.3 Playback and Live Streaming: Up to 450 Mbps (while  
simultaneously recording video)

13.1.9.2.1.4 Number of Cameras: Up to 128.

**13.1.9.2.2 Recording Storage: Up to 48 TB raw, 36 TB effective (RAID 6)**

**13.1.9.2.2.1 Hard Drive Configuration:**

13.1.9.2.2.1.1 Video data — up to 8 x large form factor near-line  
Serial Attached SCSI hard disk drives, hot-  
swappable, RAID 6

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**13.1.9.2.2.1.2** Operating system — 2 x small form factor SATA hard disk drives, hot-swappable, RAID 1

**13.1.9.2.3 Network Interface:** minimum of 4 x 1 GbE RJ-45 ports (1000Base-T)

**13.1.9.2.4 Memory:** 16GB DDR4

**13.1.9.2.5 Operating System:** Microsoft Windows Embedded Standard 7

**13.1.9.2.6 Processor:** Intel® Xeon® Processor E5-2609 v3, 1.9GHz, 15M Cache

**13.1.9.2.7 Mounting information:** Rack Mountable- 2 U rack Chassis.

**13.1.9.2.8 Electrical Power Input:** 100 to 240 VAC, 50/60 Hz, auto-switching.

**13.1.10 Avigilon 2 Monitor Professional High Performance Remote Monitoring Workstation: IFS (OR EQUAL)**

Any equipment supplied must be fully compatible with existing Avigilon Control Center Enterprise Edition.

**13.1.10.1** Desktop chassis

**13.1.10.2** On-Board Software: Avigilon Control Center, Enterprise Edition

**13.1.10.3** Operating System: Microsoft Windows 7 Professional 64-bit

**13.1.10.4** Processor: Intel® Xeon® Processor E3-1220V2

**13.1.10.5** Memory: 4 GB RAM

**13.1.10.6** Network Interface: 1 Gigabit Ethernet RJ-45 port (1000Base-T)

**13.1.10.7** Viewing Streams: Up to 144 streams

**13.1.10.8** Viewing Rate Up to 10 MB/s

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**13.1.10.9** Two Monitor Capability.

**13.1.10.10** Optical Drive 1 DVD-RW

**13.1.10.11** Power Input 100 to 240 VAC, 50/60 Hz, auto-switching

**13.1.10.12** Accessories:

**13.1.10.12.1** USB Keyboard

**13.1.10.12.2** USB Mouse

**13.1.10.13** Power Cord

**13.1.10.14** 1 DisplayPort to DVI adapter

**13.1.10.15** 1 DVI to VGA adapter

**13.1.11 IFS: 24 Port, Fast Ethernet, Layer 2 PoE+, Web Smart, Managed Switches**  
**ES2402-24P-2C (OR EQUAL)**

**13.1.11.1** Physical Ports:

**13.1.11.1.1** 10/100Base-T(x) Ports: Twenty four (24), RJ-45 Ports.

**13.1.11.1.2** GigE Combo Uplink Ports: Two (2) RJ-45, Two (2)-shared,  
1000Base-X SFP.

**13.1.11.1.3** Port Configuration: Auto MDI/MDI-X

**13.1.11.1.4** Port Speed: Auto-negotiated

**13.1.11.2** Switch Performance

**13.1.11.2.1** Switch Architecture: "Store-and-Forward"

**13.1.11.2.2** Switch Fabric: 8.8Gigabytes per second (non-blocking)

**13.1.11.2.3** Switch Throughput: 6.54 Mega packets per second (Mpps) @  
64Bytes

**13.1.11.2.4** Share Data Buffer: 2.75Mb embedded memory for packet buffers.

**13.1.11.2.5** Maximum Frame Size (Ethernet): 1536 Bytes.

**13.1.11.3** Switch Functions:

**13.1.11.3.1** Management Interface: Web browser, Simple Network  
Management Protocol (SNMP v1)

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**13.1.11.3.2 Port Configuration:** Port enable/disable; Auto-negotiation;  
 10/100/1000Mbps full-and-half duplex mode selection; Flow control.

**13.1.11.3.3 Port Mirroring:** TX/RX/Both; Many to 1 monitoring.

**13.1.11.4 Bandwidth Control:** Ingress/Egress rate control: configure (0-255) Kbps Full Speed 256 Kbps.

**13.1.12 PELCO: COAXITRON Camera Interface Translator: CM9760-CXTA (OR EQUAL)**

**13.1.12.1 Electrical**

**13.1.12.1.1 Input Voltage:** 100 to 240 VAC, 50/60 Hz, auto-ranging

**13.1.12.1.2 Coaxitron Ports:**

**13.1.12.1.2.1** NTSC or PAL

**13.1.12.1.2.2** Video Level  $\pm 6$  dB minimum.

**13.1.12.1.2.3** Coaxitron Level: 0.7 peak

**13.1.12.1.3 Data Ports**

**13.1.12.1.3.1 INPUT:** RS-422, 8-way, 4-wire, RJ-45 connector DIP-switch selectable baud rate, even parity.

**13.1.12.1.3.2 OUTPUT:** RS-422, 8-way, 4-wire, RJ-45 connector DIP-switch selectable baud rate, even parity.

**13.1.12.2 Mechanical:**

**13.1.12.2.1 Connectors:**

**13.1.12.2.1.1** Thirty-Two (32) BNC type connectors.

**13.1.12.2.1.2** RS-422: Two (2) RJ-45 (8 way) connectors.

**PROJECT PRINT LIST:**

Sheet #	Title
1	CC-LL-PLN-Card: Building 9 – The Culture Center, Security Upgrades, Lower Level.
2	CC-LL-NW-Card-C: Building 9 – The Culture Center, Security Upgrades, Lower Level – NW Quadrant.
3	CC-LL-NE-Card-C: Building 9 – The Culture Center, Security Upgrades, Lower Level – NE Quadrant.
4	CC-LL-SE-Card-C: Building 9 – The Culture Center, Lower Level – SE Quadrant, Security Upgrades

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5	CC-LL-SW-Card-C: Building 9 – The Culture Center, Security Upgrades, Lower Level – SW Quadrant.
6	CC-1stFlr-Card-C: Building 9 – The Culture Center, Security Upgrades, Plaza Level.
7	CC-2ndFlr-Card-C: Building 9 – The Culture Center, Security Upgrades, Second Floor
8	CC-3rdFlr-Card-C: Building 9 – The Culture Center, Security Upgrades, Third Floor
9	CC-4thFlr-Card-C: Building 9 – The Culture Center, Security Upgrades, Fourth Floor,
10	CC-PlazDeck-Card-C: Building 9- The Culture Center, Security Upgrades, Plaza Deck, – PTZ Cameras
11	CC-RackEquip-Card-C: Building 9 – The Culture Center, Security Upgrades, Rack Mounted Equipment.
12	CC-EquipSched-Card-C: Building 9 – The Culture Center, Security Upgrades, Equipment Schedules.

**END OF EXHIBIT “B”**

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Progressive Electric Inc.  
\_\_\_\_\_  
Company

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

February 15, 2018  
\_\_\_\_\_  
Date

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

**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.

 V.P.  
\_\_\_\_\_  
(Name, Title)  
Duane A. Shurow, Vice President  
\_\_\_\_\_  
(Printed Name and Title)  
P O Box 3695, Charleston WV 25336  
\_\_\_\_\_  
(Address)  
(304) 345-1253 / (304) 345-1256  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
dshurow@wewireu.com  
\_\_\_\_\_  
(email address)

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

Progressive Electric Inc.  
\_\_\_\_\_  
(Company)

 V.P.  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Duane A. Shurow, Vice President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

February 15, 2018  
\_\_\_\_\_  
(Date)

(304) 345-1253 / (304) 345-1256  
\_\_\_\_\_  
(Phone Number) (Fax Number)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission

**Disclosure of Interested Parties to Contracts**

Contracting business entity: \_\_\_\_\_

Address: \_\_\_\_\_

Contracting business entity's authorized agent: \_\_\_\_\_

Address: \_\_\_\_\_

Number or title of contract: \_\_\_\_\_

Type or description of contract: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (*attach additional pages if necessary*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Check here if this is a Supplemental Disclosure.

**Verification**

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

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

\_\_\_\_\_  
Notary Public's Signature

*To be completed by State Agency:*

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

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

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



State of West Virginia

## **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.*

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#### **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 RFQ
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 (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 RFQ form (only if stipulated as mandatory).

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

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

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

\_\_\_\_\_ (M)  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE

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

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

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

Principal Seal \_\_\_\_\_ (O)  
(Name of Principal)

(R)

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

\_\_\_\_\_ (T)  
Title

Surety Seal \_\_\_\_\_ (U)  
(Name of Surety)

(V)

\_\_\_\_\_ (W)  
Attorney-in-Fact

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

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

**BID BOND**

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

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

**NOW THEREFORE,**

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

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

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

Principal Seal

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:**

Vendor Name: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Vendor E-Mail: \_\_\_\_\_



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

**STATE OF WEST VIRGINIA,**

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

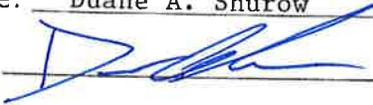
I, Duane A. Shurow, after being first duly sworn, depose and state as follows:

1. I am an employee of Progressive Electric Inc.; and,  
(Company Name)
2. I do hereby attest that Progressive Electric 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: Duane A. Shurow

Signature: 

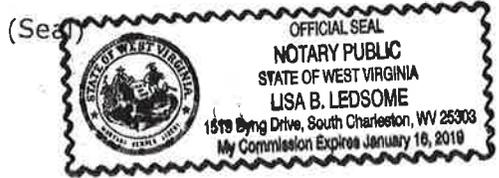
Title: Vice President

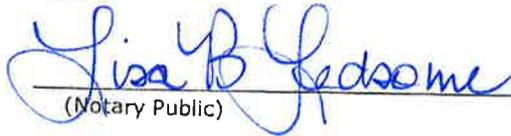
Company Name: Progressive Electric Inc.

Date: February 15, 2018

Taken, subscribed and sworn to before me this 15th day of February, 2018.

By Commission expires January 16, 2019



  
(Notary Public)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Progressive Electric Inc.

Authorized Signature: [Signature] Date: February 15, 2018

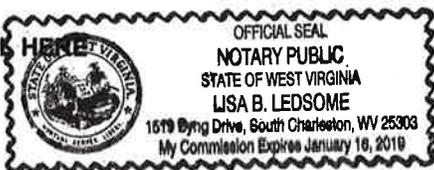
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of February, 2018.

My Commission expires January 16, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Progressive Electric, Inc.  
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 15th day of February, 2018.

Principal Seal

Progressive Electric, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: [Signature]  
Douglas P. Taylor, Licensed WV Resident Agent Attorney-in-Fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4750172 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of February, A.D., 2015 .



Signature of Frank A. Carrino Secretary

Frank A. Carrino, Secretary

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV000005

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
CONCRETE  
SPRINKLER AND FIRE PROTECTION  
COMMUNICATION & SOUND  
WATER WELL DRILLING

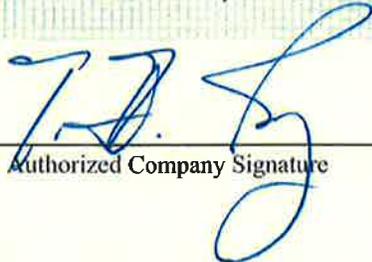
PROGRESSIVE ELECTRIC INC  
DBA PROGRESSIVE ELECTRIC INC  
PO BOX 3695  
CHARLESTON, WV 25336

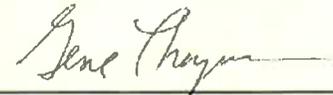
**Date Issued**

**Expiration Date**

SEPTEMBER 11, 2017

SEPTEMBER 11, 2018

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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