



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

State of West Virginia  
 Centralized Request for Quote  
 Service - Misc

<b>Proc Folder:</b> 811637		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Security/Fire Equip. Preventive Maintenance Service/Repairs			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-12-04	2020-12-22 13:30	CRFQ 0708 ABC2100000006	1

<b>BID RECEIVING LOCATION</b>	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

<b>VENDOR</b>			
<b>Vendor Customer Code:</b>	00000200878		
<b>Vendor Name :</b>	Electronic Specialty Company		
<b>Address :</b>			
<b>Street :</b>	1325 Dunbar Avenue		
<b>City :</b>	Dunbar		
<b>State :</b>	WV	<b>Country :</b>	US
		<b>Zip :</b>	25064
<b>Principal Contact :</b>	Albert Azevedo		
<b>Vendor Contact Phone:</b>	(304) 766-6277	<b>Extension:</b>	

<b>FOR INFORMATION CONTACT THE BUYER</b>
Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

Owen S. Higgins, II, President		
<b>Vendor Signature X</b>		<b>FEIN#</b> 55-0452548
		<b>DATE</b> 12/18/20

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

**ADDITIONAL INFORMATION**

Request for Quotation - Open End Contract

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Alcohol Beverage Control Administration (WVABCA) to establish an open end contract for qualified vendors to provide quarterly preventative maintenance and repair/replace service for various fire/security equipment components on both a scheduled and emergency basis, in order to keep our fire and security systems operating in accordance with manufacturer's specifications as per the specifications and terms and conditions attached hereto.

INVOICE TO	SHIP TO
ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US	ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Quarterly Fire/Security Equip. Preventive Maintenance	1			7,305.00

Comm Code	Manufacturer	Specification	Model #
72101500			

**Extended Description:**

Quarterly Fire/Security Equip. Preventive Maintenance &amp; Repair. \*SEE ATTACHED EXHIBIT A PRICING PAGE.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
ABC2100000006	Final	Security/Fire Equip. Preventive Maintenance Service/Repairs	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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2020-12-03	2020-12-22 13:30	CRFQ 0708 ABC2100000006	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 00000200878

**Vendor Name :** Electronic Specialty Company

**Address:**

**Street:** 1325 Dunbar Avenue  
**City:** Dunbar  
**State:** WV **Country:** US **Zip:** 25064

**Principal Contact :** Albert Azevedo

**Vendor Contact Phone:** (304) 766-6277 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Owen S. Higgins, II, President  
 Vendor Signature X *Owen S Higgins II* FEIN# 55-0452548 DATE 12/18/20

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## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

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: 12/11/2020 @ 4:00 PM ET

Submit Questions to: Josh Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Joseph.E.HagerIII@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: Josh Hager  
SOLICITATION NO.: CRFQ 0708 ABC2100000006  
BID OPENING DATE: See next page  
BID OPENING TIME: See next page  
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 <sup>n/a</sup> 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: 12/22/2020 @ 1:30 PM ET

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

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

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

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



equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

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

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

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

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

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

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

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

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

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

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

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

## GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) 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 three (3) 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 \_\_\_\_\_ days.

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Avigilon factory authorization certificate  
Avigilon-ACCS VMS Certification

(CCNA) Cisco Certified Network Associate Routing & Switching Certification  
(ICOMM) Introducing Cisco Voice and Unified Communication Certification

NICET Level 3 Certification for Fire Alarm for Reviewing Technician  
NICET Level 2 or Greater Certification for Fire Alarm Inspection Technician

Microsoft Certified Technology Specialist for Windows 10

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

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

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

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

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

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

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

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

**Workers Compensation Insurance**



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

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

**10. [Reserved]**

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

NA for NA

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

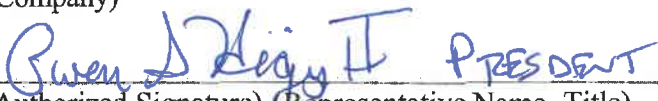
**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.



**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.

Albert Azevedo, Inspection Program Manager  
\_\_\_\_\_  
(Name, Title)  
Albert Azevedo, Inspection Program Manager  
\_\_\_\_\_  
(Printed Name and Title)  
1325 Dunbar Avenue, Dunbar WV 25064  
\_\_\_\_\_  
(Address)  
(304) 766-6277 / (304) 766-6270  
\_\_\_\_\_  
(Phone Number)/ (Fax Number)  
albert.azevedo@electronicspecialty.com  
\_\_\_\_\_  
(email address)

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

Electronic Specialty Company  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

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

12/18/20  
\_\_\_\_\_  
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

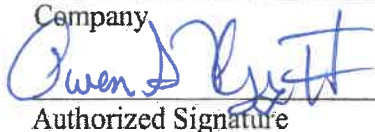
*(Check the box next to each addendum received)*

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

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

Electronic Specialty Company

Company



Owen S. Higgins, II, President

Authorized Signature

12/18/20

Date

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

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Alcohol Beverage Control Administration (WVABCA) to establish an open end contract for qualified vendors to provide quarterly preventative maintenance and repair/replace service for various fire/security equipment components on both a scheduled and emergency basis, in order to keep our fire and security systems operating in accordance with manufacturer's specifications as per attached list.

The location of the service is at the WVABCA Distribution Center located at Hub Industrial Park, 97 Independent Ave Nitro, WV 25143. It is the intent of the West Virginia Alcohol Beverage Control Administration (WVABCA) to have these services provided on an "on call" basis, meaning that WVABCA will contact the successful bidder prior to having any service or repair work performed. The successful bidder will implement a quarterly preventive maintenance schedule on the list of equipment (Exhibit B and C) and to perform requested repair/replace tasks on an "as needed" basis. A quarterly maintenance cost report must be submitted with the invoice by equipment and model numbers. This contract will be based on an on-call hourly fee during the normal business hours of 8:00 a.m. to 5:00 p.m.

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.

2.1 **"Contract Services"** means materials and labor for inspection and maintenance services as more fully described in these specifications.

2.2 **"Corrective Maintenance"** as herein stated, shall mean maintenance performed on an as required basis to correct a malfunction or failure in a control system. No preventative or corrective maintenance is to be performed without authorization by the Owner.

2.3 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

2.5 **"Testing"** means examining the systems to assure proper functioning according to manufacturer's guidelines.

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

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- 2.6 **“Preventive Maintenance”** as herein stated, shall mean scheduled inspections and the replacement of parts and materials on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer’s recommendations.
- 2.7 **“Competent Mechanic”** as herein stated, shall mean a journeyman mechanic who has had at least five (5) years’ experience maintain the types of equipment listed in this contract with the proper certification
- 2.8 **“WVABCA Distribution Center”** as herein stated shall mean Warehouse.
- 2.9 **“Inspection”** means examination of systems and equipment to assure optimal performance.
- 2.10 **“Repair”** means restoration of equipment or system to optimal performance.
- 2.11 **“Holiday’s”** means the days recognized by the State of West Virginia
- New Year’s Day (January 1)
  - Martin Luther King Day (Third Monday in January)
  - President’s Day (Third Monday in February)
  - Memorial Day (Last Monday in May)
  - West Virginia Day (June 20)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Columbus Day (Second Monday in October)
  - Veteran’s Day (November 11)
  - Thanksgiving Day (Fourth Thursday in November)
  - Day After Thanksgiving (Fourth Friday in November)
  - Christmas Day (December 25)

**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

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

**3.1.** Vendor and Vendor's staff assigned to this project must have a minimum of five (5) years of experience in inspecting, testing, repairing and maintaining security and fire suppression systems components.

Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past project or some other method that the State determines to be acceptable. Vendor should provide current resume which includes information regarding the number of years of qualification, experience, training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement and preferred with the bid submission but may be requested after bid opening and prior to contract award.

**3.2.** Vendor shall be trained and/or certified to provide inspection, testing and maintenance and repair/replace services on fire/security equipment and must provide Agency with documentation, to verify training and/or certification upon request. Vendor shall ensure that all work performed under this Contract is performed by an appropriately trained and licensed individual.

**3.3.** Vendor will provide a contact person available and authorized to remedy any non-conformity with this representation.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** Vendor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

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- 4.1.2 Vendor will be required to maintain a twenty-four (24) hour per day seven (7) days a week, 365 days a year emergency telephone contact. Vendor shall provide a return call to Warehouse Manager, or his designee, within thirty (30) minutes of receiving the telephone call for service. Vendor shall provide emergency service to address system and operational failures arriving on site within three (3) hours of notification. Vendor shall provide an emergency contact number on the cost sheet.
- 4.1.3 Vendor will provide a contract manager who will be responsible for the performance of the work. The name of this person, along with an alternate who will act for the contract manager when that person is absent, will be designated in writing to the WVABCA prior to contract start date. Vendor will provide telephone numbers for these employees.
- 4.1.3.1 All contracted personnel must have valid photo identification before entering the warehouse facility and will sign in and sign out.
- 4.1.3.2 At the discretion of WVABCA Distribution Center (Warehouse) Warehouse Manager, any vehicle may be subject to a search that is on WVABCA property.
- 4.1.3.3 While at the Warehouse facility, all vendor personnel shall comply with applicable safety requirements of the Occupational Safety and Health Act (OSHA).
- 4.1.3.4 Vendor shall be responsible for all damages to Warehouse facilities and equipment caused by his/her action.
- 4.1.3.5 Within forty-eight (48) hours of each service call, a detailed written report of the results shall be submitted to and reviewed with the WVABCA representative.
- 4.1.3.6 Vendor recognizes during the course of this agreement interfacing activities may be conducted by the WVABCA work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, and construction. Vendor will be required to modify or curtail its operations during

**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

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these periods and shall promptly comply with any request(s) by the WVABCA.

- 4.1.3.7** All damages to existing facilities caused by the Vendor or his employees or his agents shall be repaired or replaced at the Vendor's expense. All damages caused by the Vendor's action or inaction shall also be the Vendor's responsibility.
- 4.1.3.8** Vendor shall take appropriate action under this contract concerning any of its employees, whose conduct or activity shall in the reasonable exercise or discretion by the work, be deemed detrimental to the interest of the public patronizing the premises. Vendor shall take such appropriate action within a reasonable time following notice for the WVABCA.
- 4.1.3.9** The WVABCA reserves the right to deny access or to request removal of any employee or agent, should such action be considered necessary by the WVABCA.
- 4.1.3.10** Vendor shall not interfere with the public use of the premises and shall conduct operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services performed.
- 4.1.3.11** Vendor shall warrant that only the best workmanship and materials shall be employed in the performance of services for the WVABCA and if, within a period of one (1) year from the date of acceptance by the WVABCA, such work or materials or any portion thereof are found to be defective or faulty due to imperfect or bad workmanship or material, the Vendor agrees to replace such defective supplies and correct such defective work without expense to the WVABCA.
- 4.1.3.12** Vendor shall provide the following on the attached Exhibit A Pricing Page.
  - 4.1.3.12.1** A cost for quarterly preventative maintenance on all equipment listed in Exhibit B and C.

**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

---

**4.1.3.12.2** A cost for hourly rate of service per hour

**4.1.3.12.3** Additional hours may be necessary on an emergency basis during weekdays, Vendor shall provide a return call to Warehouse Manager, or his designee, within thirty (30) minutes of receiving the telephone call for service. Vendor shall provide emergency services to address system and operational failures arriving on site within three (3) hours of notification. Vendor shall provide emergency contact number on the Exhibit A Pricing Page.

**4.1.3.12.4** A cost for the hourly rate on emergency calls during weekdays.

**4.1.3.12.5** Additional hours may be necessary on an emergency basis during weekends and holidays. Vendor shall provide a return call to Warehouse Manager, or his designee, within thirty (30) minutes of receiving the telephone call for service. Vendor shall provide emergency services to address system and operational failures arriving on site with three (3) hours of notification. Vendor shall provide and emergency contact number on the Exhibit A Pricing Page.

**4.1.3.12.6** An hourly rate cost on emergency calls during weekends and holidays.

**4.1.3.13** Prior to Award, successful Vendor shall provide proof of factory certification for employee(s) for the following systems:

- Avigilon factory authorization certificate
- Avigilon-ACC VMS Certification (Minimum 1)
- Cisco-ICOMM (Introducing Cisco Voice and Unified Communication) (Minimum 1)
- NICET level 3 certification for fire alarm for reviewing tech (Minimum 1)



**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

---

- NICET level 2 certification for the fire alarm inspection technicians (Minimum 2)
- Microsoft Certified Technology Specialist for Windows 1 (Minimum 1)

**4.1.4 DELIVERY OF SERVICE:**

4.1.4.1 Vendors responding to this RFQ must be able to provide service twenty four (24) hours a day, seven (7) days a week, three-hundred sixty five (365) days a year, including holidays, for the duration of the agreement.

4.1.4.2 Procedures for Normal Working Hours (Routine Service): Request for services shall originate from and shall be coordinated by the Warehouse Facility Manager or his designee, during normal business hours, 8:00 a.m. to 5:00 p.m. EST., Monday through Friday. Any work outside the scope of the specified inspection/maintenance process will require an estimate for any service proposed. Estimates will be provided at no cost to the WVABCA.

4.1.4.3 Procedures for Normal Working Hours (Emergency Service): Request for services shall originate from and shall be coordinated by the Warehouse Facility Manager, during normal business hours, 8:00a.m. to 5:00p.m. EST, Monday through Friday. Vendor shall have a service technician on site within three (3) hours of receiving a call for service unless other arrangements have been made between the Vendor and Warehouse Facility Manager.

**4.1.5 PARTS AND MATERIALS:**

4.1.5.1 All parts and materials selected by the Vendor shall be approved by the Warehouse Facility Manager or his appointed designee prior to application/installation.

4.1.5.2 WVABCA reserves the right to provide materials and/or components or parts.

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

---

- 4.1.5.3 Vendor must provide all new and unused materials and parts necessary while maintaining the efficiency and safety as required by the original manufacturer(s).
- 4.1.5.4 Vendor will maintain warranty information on any components or parts that have been replaced, report warranty information to Warehouse Manager, and provide the same maintenance service as original component or part when warranty expires.
- 4.1.5.5 Vendor shall furnish all equipment, tools, and parts necessary in the performance of these specifications. Equipment and tools will be provided by the Vendor at no cost to the WVABCA.
- 4.1.5.6 Vendor shall be responsible for replacement of ceiling grid and tiles should they become soiled or damaged by Vendor. Agency will make final determination whether to clean or replace on a case-by-case basis.
- 4.1.5.7 Vendor shall provide required materials/parts at cost plus the proposed percentage mark-up on the Pricing Page Cost Sheet. Copies of invoices for required materials/parts shall be submitted with the Vendor's invoice and request for reimbursement.
- 4.1.5.8 Vendor is responsible for procuring all necessary parts needed to perform under this Contract within the required time frames established by the WVABCA. Vendor must, however, obtain advanced written approval from Agency prior to purchasing any materials.
- 4.1.5.9 **Work Estimates (Time and Materials):** Under contract for work that is outside the scope of the specified inspection/maintenance process, Vendor shall furnish the Warehouse Facility Manager with a non-binding written estimate of the total cost to complete the work. The estimate must include the labor rate as specified on the Pricing Page of this RFQ, and the total cost of materials will include the cost of rental equipment. If the Warehouse Facility Manager determines that the estimated price is not fair and reasonable, the WVABCA has the

**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

---

right to ask the contractor to re-evaluate the estimate. If the revised estimate is determined to be no fair and reasonable, the Warehouse Facility Manager reserves the right to obtain additional quotes from other Vendors to justify the reasonableness of the Vendor's estimate. **No individual corrective Maintenance Service request will be issued by the Agency under any circumstances if the individual project's total cost will exceed \$25,000.00.**

**4.1.6 INVOICING:** An original invoice will be submitted for payment (in arrears) and must include the following information

**4.1.6.1** Copies of all service orders or inspection reports signed by Owner's Representative

**4.1.6.2** Price list or invoice copy for each part provided. Invoice must include the complete address of Vendor, Owner work order number, and purchase order number of Contract.

**4.1.6.3** Successful Vendor is responsible for all Freight associated with providing the services under this RFQ and subsequent Contract.

**4.1.6.4** All sub-contracted invoices must be submitted through the successful Vendor and must meet all contracted rates and requirements.

**4.1.6.5 SUBMIT ALL INVOICES TOO:**

ATTN: ACCOUNTING DEPARTMENT  
WV Alcohol Beverage Control Administration  
900 Pennsylvania Ave, 4<sup>th</sup> Floor  
Charleston, WV 25302

**5. CONTRACT AWARD:**

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

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

---

**5.2 Pricing Page:** Vendor should complete the Exhibit A -Pricing Page by completing Vendor's cost for each service and multiplying by quantities which will equal the extended annual cost of each service. The total costs for each service will be added to determine a Total Bid Amount. Vendor should complete the Exhibit A - Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A"-Pricing Page that is attached to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response. Vendor should also enter their **Total Bid Amount from Exhibit A** in the wvOASIS commodity line.

If unable to respond online, Vendors must submit the completed Exhibit "A"-Pricing Page in its entirety with their bids prior to the scheduled bid opening date and time.

**HOURLY VENDOR RATE:**

Vendors should provide a single Hourly Vendor Rate to cover the service calls/repairs outside the scope of the specified inspection/maintenance process outside Normal Business Hours. The Quantity of **4.25** hours is provided for **weekday overtime labor rate**, Monday thru Friday, as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate charges. Vendors should multiply their bid weekday overtime rate the Quantity of 4.25 to calculate the Total on the Exhibit A Pricing Page.

The Quantity of Emergency rate house is provided. No guaranteed quantity of requested hours is assumed, provided, or implies. Agency must pre-approve any hourly rate charges. Vendors should multiply their bid **emergency labor rate** times the Quantity of **5.0** to calculate the Total on the Exhibit A Pricing Page.

The Quantity of **Weekend/Holiday overtime labor** rate is provided. No guaranteed quantity of requested hours is assumed, provided, or implied. Agency must pre-approve any hourly rate charges. Vendors should multiply their bid weekend/holiday overtime rate times the Quantity of **4** to calculate the Total on the Exhibit A Pricing Page.

**PARTS MARKUP:**

Vendors should provide a bid for their markup for parts (for which a charge is allowed per these specifications) provided. If responding on paper using the

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

---

Exhibit A Pricing Page, Vendors should provide the markup in terms of a decimal multiplier, as per the following example:

**Example Markup Bid=** 15% place decimal point in front of percentage digits and add 1. Example multiplier would be 1.15. Vendors should then multiply the provided estimated Cost for parts of \$500.00 by the multiplier (i.e. 1.15), to arrive at the Total for Parts on Exhibit A Pricing Page ( $\$500 \times 1.15 = \$575$ ). The \$500.00 is only an estimate used for evaluating bids. No guaranteed quantity of requested parts is assumed, provided, or implied. Agency must pre-approve any part charges.

**TOTAL BID AMOUNT:**

Bidders should add subtotals from Preventive Maintenance, Hourly Rates, and Parts, to arrive at the **TOTAL BID AMOUNT**.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event, that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay fees established on the Pricing Page, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **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:
  - 9.1. Vendor must identify principal service personnel who must sign in to perform service and notify the Warehouse Manager or is designee that he/she is present on the premises.
  - 9.2. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

---

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

**10. VENDOR DEFAULT:**

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

**Contract Manager:** Albert Azevedo

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

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

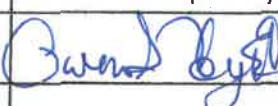
**Email Address:** albert.azevedo@electronicspecialty.com

**Exhibit A - Pricing Page**

	Quantity	Cost Per Quarter	Extended Annual Cost
Quarterly Preventative Maintenance per quarter:	4	520.00	\$ 2,080.00 -
<b>Subtotal Preventive Maintenance</b>			\$ 2,080.00 -

	Estimated Quantity	Hourly Rate	Extended Annual Cost
Regular Labor rate	40	75.00	\$ 3,000.00 -
Weekday Overtime Labor rate	4.25	100.00	\$ 425.00 -
Emergency Rates	5	125.00	\$ 625.00 -
Weekend/Holiday Overtime Labor rate	4	125.00	\$ 500.00 -
<b>Subtotal Hourly Rates</b>			\$ 4,550.00 -

	Amount	Multiplier	Extended Annual Cost
Parts Mark-Up Percentage	\$ 500.00	1.35	\$ 675.00 -
<b>Subtotal Parts</b>			\$ 675.00 -
<b>TOTAL BID AMOUNT</b>			\$ 7,305.00 -

Vendor Name:	Electronic Specialty Company
Vendor Signature:	 Owen S. Higgins, II, President
Date:	12/18/12
Phone Number:	(304) 766-6277
Fax Number:	(304) 766-6270
Email:	shane@electronicspecialty.com albert.azevedo@electronicspecialty.com
Weekday Emergency Number	(304) 766-6277
Weekend & Holiday Emergency Number	(304) 766-6277

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

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**EXHIBIT "B"**

**Fire Alarm and Life Safety Equipment**

<b>DEVICE TYPE</b>	<b>LOCATION</b>
<b>CONTROL</b>	
Control Panel	Downstairs Front Office
Expander Panel	Downstairs Front Office
Power Supply	Downstairs Front Office
<b>INDICATING</b>	
Horn/Strobe	Above Downstairs Front Office
Horn/Strobe	Back Break Room
Horn/Strobe	East Rear Area by Battery Charging Station
Horn/Strobe	Exit Door Area Employee Entry
Horn/Strobe	Garage Bay Area by Bottle Hospital
Horn/Strobe	Garage Bay Area by Bottle Hospital
Horn/Strobe	North West Area by Breakroom & Restrooms
Horn/Strobe	North West Exit Door Area Rear
Horn/Strobe	Office Area by Battery Charging Station
Horn/Strobe	South End of Building in Office Area
Horn/Strobe	South End of Building in Records Room
Horn/Strobe	West Side of Building
Horn/Strobe	West Side Rear of Building
<b>INITIATING</b>	
Pull Station	East Rear Area of Battery Charging Station
Pull Station	Exit Door Area Employee Entry
Pull Station	Main Entrance Area



REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

---

**EXHIBIT "B" – *Continued***

**Fire Alarm and Life Safety Equipment**

***INITIATING CONTINUED***

***LOCATION CONTINUED***

Pull Station	North West Exit Door Area Rear
Pull Station	Northwest Exit
Pull Station	South End of Building in Office Area
Pull Station	South End of Building in Records Room
Pull Station	West Side Rear Exit of Building
Pull Station	West Side Rear of Building in Hospital Area
Smoke Detector	Break Area by Sub Panel "F"
Smoke Detector	Downstairs Front Office
Smoke Detector	Exit Door Area by Bay "8"
Smoke Detector	Garage Bay Area by Bottle Hospital
Smoke Detector	North West Exit Area Rear
Smoke Detector	On Column Above Panel "A"
Smoke Detector	On Column Above Panel "B"
Smoke Detector	On Column Above Panel "C"
Smoke Detector	On Column Above Panel "D"

**REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS**

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**EXHIBIT "C"**

**Video Security Units**

<b><i>Device Type</i></b>	<b><i>Location</i></b>
<b><i>Access</i></b>	
Electric Strike	Bottle Hospital Entry Door
Electric Strike	Main Entry Vestibule
Electric Strike	Main Entrance Area
Electric Strike	Exit Door Near Bay #8
Reader	Exit Door Near Bay #8
Reader	Bottle Hospital Entry Door
Reader	Main Gate Entrance
Reader	Main Entry Vestibule
Reader	Main Entrance
Reader	Main Gate Exit
Request to Exit	Door Near Bay #8
Request to Exit	Main Entry Vestibule
Request to Exit	Main Entrance Area
Request to Exit	Bottle Hospital Entry Door
<b><i>Alarm</i></b>	
Door Contact	North West Exit Door
Door Contact	South End Exit Door on Office Area
Door Contact	South End Exit in Records Room
Door Contact	Bottle Hospital Entry Door
Door Contact	East Rear Exit Door by Battery Charging Area
Door Contact	Main Entry
Door Contact	West Front Back Exit Door
Door Contact	West Rear Back Exit Door
Door Contact	South Rear Back Exit Door
Door Contact	South End Exit In Bottle Hospital
Door Contact	Bay Area by Bottle Hospital Door
Door Contact	Exit Door Near Bay #8

REQUEST FOR QUOTATION  
SECURITY/FIRE EQUIPMENT PREVENTATIVE  
MAINTENANCE SERVICE AND REPAIRS

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**EXHIBIT "C" - Continued**

**Video Security Units**

***Control***

Keypad	Downstairs Front Office (#2)
Keypad	Employee Front Entry
Power Supply	Downstairs Front Office
Receiver	North Front Storage Area
Receiver	Downstairs Front Office (Mod 3)
Receiver	Downstairs Front Office (Mod 1)

***Perimeter***

Gate	Main Gate Left Side
Gate	Main Gate Right Side
Vehicle Sensor	Main Gate Right Side
Vehicle Sensor	Main Gate Left Side

***Personnel***

Intercom	Main Entrance
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***Video***

Camera	Exit Door Near Bay #8
Camera	North West Exit Area
Camera	Garage Bay Area by Bottle Hospital
Camera	Main Entrance Area
Camera	Bottle Hospital Area
Camera	Bottle Hospital Area

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Electronic Specialty Company

Authorized Signature: [Signature] Owen S. Higgins, II, President Date: 12/18/20

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18th day of DECEMBER, 2020

My Commission expires June 3, 2021, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



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

**STATE OF WEST VIRGINIA,**

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

I, Thomas Epps, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Thomas Epps

Signature:

Title: Vice President

Company Name: Electronic Specialty Company

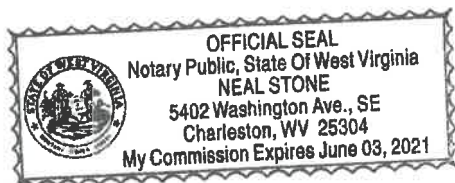
Date: 12/18/2020

Taken, subscribed and sworn to before me this 18<sup>th</sup> day of DECEMBER, 2020.

By Commission expires June 3, 2021

(Seal)

(Notary Public)



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

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

Vendor: Electronic Specialty Company

Contract/Lease Number ("Contract"):

Commodity/Service:

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vendor: Electronic Specialty Company  
By: Owen S. Higgins II  
Printed Name: Owen S. Higgins, II  
Title: President  
Date: 12/18/2020

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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



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

(Required by W. Va. Code § 6D-1-2)

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

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

Contract Number: ABC210000006 Contract Description: Preventive Maintenance Service

Governmental agency awarding contract: Alcohol Beverage Control Administration

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Owen S. Higgins, II  
William K. Miller

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

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

Signature: Owen S Higgins II Date Signed: 12/18/20

**Notary Verification**

State of West Virginia, County of Kanawha:

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

Taken, sworn to and subscribed before me this 18<sup>th</sup> day of DECEMBER, 2020

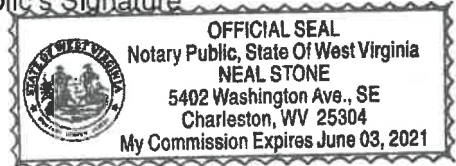
Neal Stone  
Notary Public's Signature

**To be completed by State Agency:**

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

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

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



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Electronic Specialty Company

Signed: 

Date: 12-18-20

Title: Owen S. Higgins, II, President

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



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV010229

**Classification:**

ELECTRICAL  
LOW VOLTAGE SYSTEMS  
COMMUNICATION & SOUND

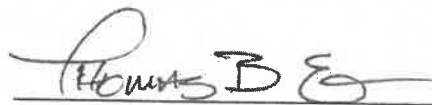
ELECTRONIC SPECIALTY COMPANY  
DBA ELECTRONIC SPECIALTY COMPANY  
PO BOX 400  
DUNBAR, WV 25064-0400

**Date Issued**

**Expiration Date**

SEPTEMBER 26, 2020

SEPTEMBER 26, 2021



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.





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**BE IT KNOWN THAT**  
**Brian S. Simpkins**

**IS HEREBY AWARDED CERTIFICATION AT**  
**LEVEL III**

**IN FIRE PROTECTION ENGINEERING TECHNOLOGY**  
**FIRE ALARM SYSTEMS**

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,  
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid through November 1, 2016

CERTIFICATION NUMBER 97592

*Dawn Edgell*

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**Brian S. Simpkins**

**FIRE ALARM SYSTEMS/III**

**CERT NO. 97592 VALID THRU 11/01/2019**



NATIONAL INSTITUTE FOR CERTIFICATION  
IN ENGINEERING TECHNOLOGIES

**John H Steakley**

FIRE ALARM SYSTEMS/I

CERT NO. [REDACTED] VALID THRU 06/01/2018

CISCO SYSTEMS®  
CERTIFICATE OF COMPLETION

HAS BEEN PRESENTED TO

***Nathan Matney***

FOR COMPLETION OF THE

***Introducing Cisco Voice and Unified Communications  
Administration***



2013-02-15

DATE



*Nathan Matney*

INSTRUCTOR



**This certificate acknowledges that**

**Nathan Matney**

**has successfully completed the**

**Avigilon Control Center™ (ACC) Certification**

---

Course Completed:

Jun 09, 2016



John Haspel - Director, Global Product Training

**AVIGILON™**