

SOLICITATION NUMBER: CRFQ DCH2400000001
Addendum Number: 1

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

Applicable Addendum Category:

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



Description of Modification to Solicitation:

1. To attach vendor questions and responses.
2. To attach revised Exhibit A - Pricing Page.

Bid opening remains August 07, 2023 at 1:30PM Eastern Time

No other changes

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

Terms and Conditions:

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

Answers to Vendor Questions - July 31, 2023

CRFQ DCH24*01 - Studio Quality Sound Equip for WV Dept. of Arts Culture Hist

Vendor Question 01

Your bid has a incorrect referenced part number and missing content.

Item# 11.3 is for JBL Rain Cover but part # is for the Countryman mic from item# 10.

Agency Answer 01

Agency is revising Section 3.1.11.3 to read as follows:

Item # 11.3, JBL SRX906/928 Rain Cover, Part # JBL-P3239MX-LS, or Equivalent. Quantity 14.

Vendor Question 02

ITEM 11.7 NOTES:

CBI DESCRIPTION HERE, Part# PCI-EM-200, or Equivalent, per section 3.1.11.7

No such model number from them (please see catalog attached), and after manufacturer name it has "Description Here" which mean something is missing.

The description would need to reference what is the part?

Agency Answer 02

Agency is revising Section 3.1.11.7 to read as follows:

Item #11.7 Whirlwind NAC3-100, PowerCON jumper cable, 100 feet, Part# NAC3-100, or Equivalent. Quantity 3

See revised Exhibit A - Pricing Page.

Vendor Question 03

If a vendor does not have access to one of the product lines, and there is no acceptable substitute, is that vendor still eligible to participate in the bid on the remaining items?

Agency Answer 03

See section 4.1 - Contract Award in the specifications.

Vendor Question 04

Section or Item 3.1.5 Contract Item #5: Yamaha 32 Channel Digital Mixer, Part# QL1, or Equivalent.

The item listed is the Yamaha QL1 but the specifications seem to be the specifications of the CL1 series.

Could you please verify which model the agency is seeking to purchase?

Agency Answer 04

This should be QL-1.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT23*145

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Electronic Specialty Company

Company



Owen S. Higgins, II, President
Authorized Signature

8-7-23

Date

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

ATTACHMENT A

Exhibit A - Pricing Page: Studio Quality Sound Equipment

CRFQ 0419 DCH2400000001 - REVISED

Light Blue Cells - descriptive only. Not editable		Green Cells - Vendor data entry. Editable.			Orange Cells - automatically completed formulas. Not editable		
Item#	Description	Vendor's Description / Manufacturer and Model Number	Units	Quan.	Unit Cost	Extended Cost	
1	JBL SRX906LA Powered Speaker, Part# JBL-P3230MX, or Equivalent, per section 3.1.1	JBL Brand Model# P-3230MX Powered Line Array Speakers	each	10	\$ 2,176.00	\$ 21,760.00	
2	JBL SRX928S Dual Powered Subwoofer, Part# JBL-P3243MX, or Equivalent, per section 3.1.2	JBL Brand Model# P-3243MX Dual Powered SubWoofers	each	4	\$ 4,012.00	\$ 16,048.00	
3	JBL SRX906 Array Frame, Part# SRX906LA AF, or Equivalent, per section 3.1.3	JBL Brand Model# SRX906LA AF Array Frame	each	2	\$ 816.00	\$ 1,632.00	
4	Yamaha RIO 1608 Input/Output Stage Box, Part# RIO 1608-D2, or Equivalent, per section 3.1.4	Yamaha Brand Model# RIO 1608 Digital Snake -D2	each	1	\$ 6,448.75	\$ 6,448.75	
5	Yamaha 32 Channel Digital Mixer, Part# QL1, or Equivalent, per section 3.1.5	Yamaha Brand Model# QL1 32-channel Digital Mixer	each	1	\$ 10,534.36	\$ 10,534.36	
6	Shure Quad Digital Receiver, Part# ULXD4Q G50, or Equivalent, per section 3.1.6	Shure Brand Model# ULXD4Q G50 Quad Digital Receiver	each	2	\$ 535.84	\$ 1,071.68	
7	Shure Handheld Wireless Microphone with Transmitter, Part# ULXD2/SM58 G50, or Equivalent, per section 3.1.7	Shure Brand Model# ULXD2/SM58 G50 Handheld Microphone	each	8	\$ 535.84	\$ 4,286.72	
8	Shure Digital Wireless Bodypack with Mini 4p, Part# ULXD1 G50, or Equivalent, per section 3.1.8	Shure Brand Model# ULXD1 G50 Digital Wireless Blet Pack	each	8	\$ 500.48	\$ 4,003.84	
9	Countryman Ear Set Microphone System T4AF, Black, Part# E6DW5B2AX, or Equivalent, per section 3.1.9	Countryman Brand Model# E6DW5B2AX Earset Microphone System	each	4	\$ 422.28	\$ 1,689.12	
10	Countryman Ear Set Microphone System T4AF, Tan, Part# E6DW5T2AX, or Equivalent, per section 3.1.10	Countryman Brand Model# E6DW5T2AX Earset Microphone System	each	4	\$ 422.28	\$ 1,689.12	
11	Accessories per section 3.1.11						

11.1	JBL Rolling Road Case Part# SRX 906LACASE, or Equivalent, per section 3.1.11.1	JBL Brand Model# SRX 906LA CASE Rolling Road Case	each	3	\$ 952.00	\$ 2,856.00
11.2	JBL SRX906 Base Plate, Part# SRX 906LA BP, or Equivalent, per section 3.1.11.2	JBL Brand Model# SRX 906LA BP Base Part	each	4	\$ 544.00	\$ 2,176.00
11.3	JBL SRX906/928 Rain Cover, Part# E6DW5T2AX, or Equivalent, per section 3.1.11.3	JBL Brand Model# P3239MX-LS Speaker Rain Cover	each	14	\$ 54.40	\$ 761.60
11.4	JBL SRX928S Caster Kit, Part# JBL-3291MX, or Equivalent, per section 3.1.11.4	JBL Brand Model# 3291MX Caster Kit	each	4	\$ 81.60	\$ 326.40
11.5	CBI Flexible 12/3 PowerCON Extension, 3 feet, Part# 50FLXPC12-003, or Equivalent, per section 3.1.11.5	Whirlwind Brand Model# 50FLXPC12-003 12/3 Powercon cable	each	4	\$ 37.48	\$ 149.93
11.6	CBI Flexible 12/3 PowerCON Extension, 5 feet, Part# 50FLXPC12-005, or Equivalent, per section 3.1.11.6	Whirlwind Brand Model# 50FLXPC12-005 12/3 Powercon Cable	each	3	\$ 40.68	\$ 122.03
11.7	Whirlwind NAC3-100, PowerCON jumper cable, 100 feet, Part# NAC3-100, or Equivalent, per section 3.1.11.7	Whirlwind Brand Model# NAC3-200 12/3 Powercon cCable	each	3	\$ 476.00	\$ 1,428.00
11.8	Laird Shielded CAT6A Tactical EtherCON Cable with RJ45 TOP Connectors, 100 ft, Part# CAT6AXTRM-100, or Equivalent, per section 3.1.11.8	Laird Brand Model# CAT6AXTRM-100 CAT6 EtherCon Cable	each	2	\$ 237.93	\$ 475.86

Overall Total Bid Amount: \$ 77,459.41



Vendor Signature

8/7/2023

Date

Owen S. Higgins II, President

Printed Name and Title



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

Proc Folder: 1252431			Reason for Modification: To attach vendor questions and responses and revised Exhibit A - Pricing Page. Bid Opening remains A..... See Page 2 for complete info
Doc Description: Studio Quality Sound Equip for WV Dept. of Arts Culture Hist			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-01	2023-08-07 13:30	CRFQ 0432 DCH240000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address : 1325 Dunbar Avenue

Street :

City : Dunbar

State : WV **Country :** US **Zip :** 25064

Principal Contact : Mark Wood

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

FOR INFORMATION CONTACT THE BUYER
 Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  FEIN# 55-0452548 DATE 8-7-23

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

Reason for Modification:

To attach vendor questions and responses and revised Exhibit A - Pricing Page.

Bid Opening remains August 7, 2023 at 1:30PM Eastern Time.

No other changes.

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Arts, Culture and History to establish a contract for the one-time of studio quality sound equipment, per the attached documentation.

INVOICE TO**SHIP TO**

DIVISION OF CULTURE &
HISTORY
CULTURAL CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

DIVISION OF CULTURE &
HISTORY
CULTURAL CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Studio Quality Sound Equipment	1.00000	LS		77,459.41

Comm Code**Manufacturer****Specification****Model #**

45111700

Extended Description:

See attached specifications for complete details and pricing page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due by 4:00PM EST	2023-07-31

	Document Phase	Document Description	Page
DCH2400000001	Final	Studio Quality Sound Equip for WW Dept. of Arts Culture Hist	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: 1252431			Reason for Modification:
Doc Description: Studio Quality Sound Equip for WV Dept. of Arts Culture Hist			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-07-25	2023-08-07 13:30	CRFQ 0432 DCH240000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address : 1325 Dunbar Avenue

Street :

City : Dunbar

State : WV **Country :** US **Zip :** 25064

Principal Contact : Mark Wood

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

FOR INFORMATION CONTACT THE BUYER
 Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Owen S. Higgins, II, President

Vendor
 Signature X

FEIN# 55-0452548

DATE 8-7-23

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Arts, Culture and History to establish a contract for the one-time of studio quality sound equipment, per the attached documentation.

INVOICE TO | **SHIP TO**

DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV US	DIVISION OF CULTURE & HISTORY CULTURAL CENTER 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Studio Quality Sound Equipment	1.00000	LS		77,459.41

Comm Code	Manufacturer	Specification	Model #
45111700			

Extended Description:
See attached specifications for complete details and pricing page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due by 4:00PM EST	2023-07-31

	Document Phase	Document Description	Page
DCH2400000001	Final	Studio Quality Sound Equip for WW Dept. of Arts Culture Hist	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV010229

CLASSIFICATION:

ELECTRICAL
LOW VOLTAGE SYSTEMS
COMMUNICATION & SOUND

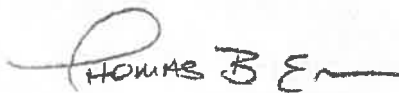
ELECTRONIC SPECIALTY COMPANY
DBA ELECTRONIC SPECIALTY COMPANY
PO BOX 400
DUNBAR, WV 25064-0400

DATE ISSUED

EXPIRATION DATE

SEPTEMBER 26, 2022

SEPTEMBER 26, 2023



Authorized Signature



Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

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 are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: July 31st, 2023, 4:00 p.m. Eastern time

Submit Questions to: Larry D. McDonnell, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: **August 07, 2023, 1:30 P.M. Eastern Time**

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

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

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

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

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

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

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

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

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

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

www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

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

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: _____ 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.

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Mark Wood, AV Manager

(Address) 1325 Dunbar Avenue, Dunbar WV 25064

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

(Email address) markw@electronicspecialty.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Electronic Specialty Company

(Company) Owen S. Higgins, II

(Signature of Authorized Representative)

Owen S. Higgins, II, President

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

304-766-6277 / 304-766-6270

(Phone Number) (Fax Number)

shane@electronicspecialty.com

(Email Address)



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:

- I am an employee of Electronic Specialty Company; and,
(Company Name)
- 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

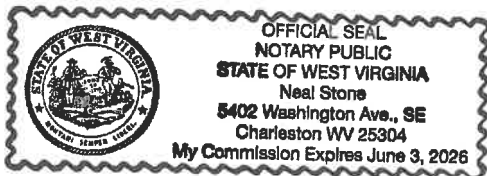
Date: 8-7-23

Taken, subscribed and sworn to before me this 7th day of August, 2023.

By Commission expires June 3, 2026

(Seal)

(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Electronic Specialty Company

Authorized Signature: *Owen S. Higgins, II* Owen S. Higgins, II, President Date: 8-7-23

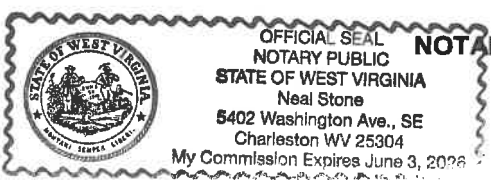
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7th day of August, 2023.

My Commission expires June 3, 2026, 2026

AFFIX SEAL HERE



Neal Stone

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: 8-7-23

Title: Owen S. Higgins, II, President

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

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; website: 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: DCH2400000001 Contract Description: Sound System Equipment

Governmental agency awarding contract: WV Division of Culture and History

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Owen S. Higgins, II
William K. Miller

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

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

Signature: 

Date Signed: 8-7-23

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 7th day of AUGUST, 2023



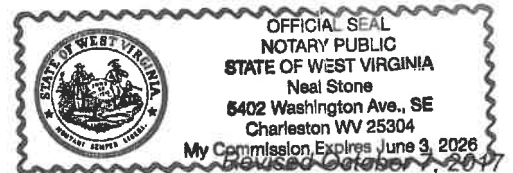
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Request for Quotation
CRFQ DCH24*01
ACHrSound, Studio Quality Sound Equipment

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SPECIFICATIONS

- 1 Purpose and Scope:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Arts, Culture and History to establish a contract for the one-time purchase of studio quality sound equipment.
- 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 1/8 miniplug:** means phone connector, also known as phone jack, audio jack, headphone jack or jack plug, is a common family of electrical connector typically used for analog signals, primarily audio. It is cylindrical in shape, typically with two, three, four and, recently, five contacts. Three-contact versions are known as TRS connectors, where T stands for "tip", R stands for "ring" and S stands for "sleeve". Similarly, two-, four- and five- contact versions are called TS, TRRS and TRRRS connectors respectively.
 - 2.2 AES/EBU:** a digital audio standard officially known as AES3, is used for carrying digital audio signals between various devices. It was developed by the Audio Engineering Society (AES) and the European Broadcasting Union (EBU) and first published in 1985, later revised in 1992 and 2003.
 - 2.3 ANSI/TIA-568 Standard:** a technical standard for commercial building cabling for telecommunications products and services. The title of the standard is Commercial Building Telecommunications Cabling Standard and is published by the Telecommunications Industry Association (TIA), a body accredited by the American National Standards Institute (ANSI).
 - 2.4 ATT:** an abbreviation for Attenuated which means "reduced in level".
 - 2.5 Balanced Line Level:** a technique for reducing noise that is not related to line level.
 - 2.6 Bit Depth:** the number of bits used to represent an audio sample. The higher the bit depth, the greater the dynamic range.
 - 2.7 BNC:** (Bayonet Neill–Concelman) connector is a miniature quick connect/disconnect radio frequency connector used for coaxial cable. It features two bayonet lugs on the female connector; mating is fully achieved with a quarter turn of the coupling nut. BNC connectors are used with miniature-to-subminiature coaxial cable in radio, television, and other radio-frequency electronic equipment, test instruments, and video signals. The BNC was commonly used for early computer networks, including ARCnet, the IBM PC Network, and the 10BASE2 variant of Ethernet. BNC connectors are made to match the characteristic impedance of cable at either 50 ohms or 75 ohms. They are usually applied for frequencies below 4 GHz and voltages below 500 volts.
 - 2.7.1 Direct current (DC)** is a flow of electrical charge carriers that always takes place in the same direction. The current need not always have the same magnitude, but if it is to be defined as dc, the direction of the charge carrier flow must never reverse.

- 2.8 Contract Item:** means studio sound equipment, as more fully described by these specifications.
- 2.9 DANTE (Digital Audio Network Through Ethernet):** a combination of software, hardware, and network protocols that delivers uncompressed, multi-channel, low-latency digital audio over a standard Ethernet network using Layer 3 IP packets
- 2.10 dBm:** Decibels per milliwatt.
- 2.11 dBu:** a measure of voltage used in professional audio equipment.
- 2.12 DSP (Digital Signal Processor):** DSP's take real-world signals like voice, audio, video, temperature, pressure, or position that have been digitized and then mathematically manipulate them.
- 2.13 Dynamic Range:** the difference between the quietest and loudest parts of a sound measured in decibels (dB).
- 2.14 EtherCON:** a ruggedized and lockable connector for Ethernet over twisted pair wiring. It is manufactured by Neutrik and is designed for professional audio and stage lighting network applications.
- 2.15 Extension Bar:** is an accessory for a rigging grid that provides upward or downward tilt control for any suspended installation that requires it.
- 2.16 Focus Recall:** specifies the items to be "recalled" when recalling parameters from scene memory.
- 2.17 Gain:** the amount of amplification applied to a signal by any process that increases its strength. It's measured in decibels, or dB for short.
- 2.18 HA Remote:** a proprietary serial control protocol used by Yamaha products.
- 2.19 Harmon HControl Protocol:** a communications protocol built by Harman for the audio industry which simplifies and streamlines device control by using standard networking infrastructure and can operate over off-the-shelf data switches and WiFi Routers.
- 2.20 Heterodyne:** the production of a lower frequency from the combination of two almost equal high frequencies.
- 2.21 HPF (Audio High Pass Filter):** an equalization tool that attenuates all frequencies below a set point.
- 2.22 Image Frequency:** the signal frequency plus twice the intermediate frequency.

- 2.23 Image Rejection:** the measure of a receiver's ability to reject signals at its image frequency. It is normally expressed as the ratio, in dB, of the receiver's sensitivity at the desired frequency versus the sensitivity at the image frequency.
- 2.24 Inclinator:** an instrument used for measuring angles of slope, elevation, or depression of an object with respect to gravity's direction.
- 2.25 Intermediate Frequency:** the frequency to which a radio signal is converted during heterodyne reception.
- 2.26 Kiloohm:** a measure of electric resistance representing 1000 ohms.
- 2.27 MIDI (Musical Instrument Digital Interface):** is a technical standard that describes a communications protocol, digital interface, and electrical connectors that connect a wide variety of electronic musical instruments, computers, and related audio devices for playing, editing, and recording music.
- 2.28 mV/Pascal (milliVolts per Pascal):** a unit of measurement used to specify microphone sensitivity.
- 2.29 MY (Mini-YGDAI):** expansion cards for use in the optional I/O slots, sometimes called MY slots, of digital mixers and mixing engines. Third-party cards also available.
- 2.30 Ohm:** a unit of electrical resistance, expressing the resistance in a circuit transmitting a current of one ampere when subjected to a potential difference of one volt.
- 2.31 Patching:** connecting the audio of multiple channels that normally cannot talk to one another.
- 2.32 PEQ (Parametric Equalizer):** A type of equalizer having several "parameters" for control of various filters that can be applied to audio signals. Parametric equalizers are most widely used in situations where very fine control over the audio signal is desired.
- 2.33 Phantom power:** in the context of professional audio equipment, is DC electric power transmitted through microphone cables to operate microphones that contain active electronic circuitry.[1] It is best known as a convenient power source for condenser microphones, though many active direct boxes also use it. The technique is also used in other applications where power supply and signal communication take place over the same wires.
- 2.34 p-p (peak to peak voltage):** In audio system measurements, telecommunications, and other areas where the measurand is a signal that swings above and below a reference value but is not sinusoidal, peak amplitude is often used. If the reference is zero, this is the maximum absolute value of the signal; if the reference is a mean value (DC component), the peak amplitude is the maximum absolute value of the difference from that reference.

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- 2.35 PowerCON TRUE1 TOP Connector:** an electrical connector manufactured by Neutrik for connecting main power to equipment in a small space. These connectors have breaking capacity meaning they can be connected or disconnected under load. The line connector is inserted in the chassis connector and twisted to make contact and lock. Both line and chassis connectors are fully insulated even when disconnected. The “TOP” means True Outdoor Protection.
- 2.36 Pricing Page:** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.37 Recall Safe:** specifies the items to be "not recalled" (similar to the idea of masking) when recalling parameters from scene memory.
- 2.38 RJ-45:** means “Registered Jack 45” The 8 position 8 contact (8P8C) connector is a modular connector commonly used to terminate twisted pair and multi-conductor flat cable. These connectors are commonly used for Ethernet over twisted pair, registered jacks and other telephone applications, RS-232 serial using the EIA/TIA-561 and Yost standards, and other applications involving unshielded twisted pair, shielded twisted pair, and multi-conductor flat cable.
- 2.39 Sample Rate or Sampling Frequency:** the number of samples taken from a continuous signal to make a discrete or digital signal.
- 2.40 Scene Memory:** scene memory allows you to store every setting for every channel, including mic gain, equalization, compressor and gate settings, fader level, pan position, aux send settings, group assignments, and effect settings.
- 2.41 Shackle:** a U-shaped piece of metal secured with a clevis pin or bolt across the opening, or a hinged metal loop secured with a quick-release locking pin mechanism.
- 2.42 Solicitation:** the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.43 Spreader Bar:** a metal bar that is used to mechanically separate load-bearing members in a structure.
- 2.44 Speaker Array:** an array of speakers is a combination of multiple speaker enclosures intended to produce a combined response that is distinct from that of the individual units. The combined array will be more powerful, have wider coverage, and, in some cases, narrower coverage than the individual elements.
- 2.45 Studio Console Rack:** is a feature that permits the combining of signal processors in one easily accessible location.
- 2.46 TA4F Connector:** a 4-pin mini connector used with wireless microphone systems.

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2.47 Transducers: Audio transducers are devices that convert the energy from audio signals into mechanical energy. The energy then causes vibrations in speakers that transform into acoustic waves that are transmitted through the air.

2.48 Tuning Step Size: the increment that the radio tunes when you tune the VFO dial.

2.49 VFO (Variable Frequency Oscillator): an oscillator whose frequency can be tuned (i.e., varied) over some range. It is a necessary component in any tunable radio transmitter and in receivers. The oscillator controls the frequency to which the apparatus is tuned.

2.50 Volt: one volt is defined as the difference in electric potential between two points of a conducting wire when an electric current of one ampere dissipates one watt of power between those points.

2.51 XLR Connector: a style of electrical connector, primarily found on professional audio, video, and stage lighting equipment. The connectors are circular in design and have between 3 and 7 pins. They are most commonly associated with balanced audio interconnection, including AES3 digital audio, but are also used for lighting control, low-voltage power supplies, and other applications. XLR connectors are available from a number of manufacturers and are covered by an international standard for dimensions, IEC 61076-2-103.

3 General Requirements / Contract Items: Contract Item(s) must meet or exceed the mandatory requirements listed below.

3.1.1 Contract Item #1: JBL SRX906LA Powered Speaker, Part# JBL-P3230MX, or Equivalent. Quantity 10

3.1.1.1 Power:

3.1.1.1.1 AC Power:

3.1.1.1.1.1 Must have a nominal voltage range of at least 100 to 240 VAC at 50 to 60 Hz

3.1.1.1.1.2 Must have a voltage range limit of at least 80 to 260 VAC at 50 to 60 Hz

3.1.1.1.1.3 Must have a minimum of two PowerCON TRUE1 TOP power connectors:

3.1.1.1.1.3.1 A minimum of one for power input

3.1.1.1.1.3.2 A minimum of one for power output

3.1.1.1.2 Must have a fully integrated built-in amplifier.

3.1.1.1.2.1 Must provide a minimum of 600 Watts of continuous power.

3.1.1.1.2.1.1 Must provide a minimum of 400 Watts continuous power at the lowest frequency.

3.1.1.1.2.1.2 Must provide a minimum of 200 Watts continuous power at the highest frequency.

3.1.1.1.2.1.3 Must have a minimum peak power of 880 Watts.

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- 3.1.1.1.2.2 Cooling:**
 - 3.1.1.1.2.2.1** Must provide convection cooling.
 - 3.1.1.1.2.2.2** Must have an external heat sink.
 - 3.1.1.1.2.2.3** Must have an internal on-demand fan.

- 3.1.1.2** Must have a built-in DSP (Digital Signal Processor)
 - 3.1.1.2.1** Must have a minimum sample rate of 48 kHz.
 - 3.1.1.2.2** Must have a minimum bit depth of 24 bits.
 - 3.1.1.2.3** Must have a minimum delay of two (2) seconds.
 - 3.1.1.2.4** Must include signal generators.
 - 3.1.1.2.5** Must include device presets.
 - 3.1.1.2.6** Must provide a means to monitor signal.
 - 3.1.1.2.7** Must include a minimum of twenty-four (24) user-adjustable settings including, but not limited to, the following:
 - 3.1.1.2.7.1** Equalization
 - 3.1.1.2.7.2** Time alignment
 - 3.1.1.2.7.3** Level adjustments

- 3.1.1.3** Acoustical specifications:
 - 3.1.1.3.1** Must include a minimum of two woofers.
 - 3.1.1.3.2** Must have a minimum of one compression driver.
 - 3.1.1.3.3** Must have a minimum of three transducers:
 - 3.1.1.3.3.1** Must have a minimum of two low frequency transducers.
 - 3.1.1.3.3.2** Must have a minimum of one high frequency transducer.
 - 3.1.1.3.4** Must have a maximum peak output of at least 134 dB.
 - 3.1.1.3.5** Frequency Range:
 - 3.1.1.3.5.1** Must have a minimum frequency range of 63 Hz to 17 kHz at -10 dB.
 - 3.1.1.3.5.2** Must have a minimum frequency range of 70 Hz to 15 kHz at -3 dB.

- 3.1.1.4** Audio Input:
 - 3.1.1.4.1** Input must be a balanced line level.
 - 3.1.1.4.2** Maximum input level must be 21 dBu.
 - 3.1.1.4.3** Electrical resistance must be one hundred (100) Kiloohms.
 - 3.1.1.4.4** Must have a minimum of two three pin XLR audio connectors.
 - 3.1.1.4.4.1** Must have a minimum of one three pin XLR audio output connectors.
 - 3.1.1.4.4.2** Must have a minimum of one three pin XLR audio input connectors.

- 3.1.1.5** Networking:
 - 3.1.1.5.1** Must support TCP/IP (Transmission Control Protocol/Internet Protocol)
 - 3.1.1.5.2** Must have a minimum of two Ethernet ports:
 - 3.1.1.5.2.1** Must support a minimum speed of 100 Mbps.
 - 3.1.1.5.2.2** Must use etherCON connectors.

- 3.1.1.6** Must have an LCD screen for easy access to critical functions including, but not limited to:
 - 3.1.1.6.1** Operating modes
 - 3.1.1.6.2** Networking parameters

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3.1.1.6.3 DSP access

3.1.1.7 Must be scalable.

3.1.1.7.1 Must link to other compatible units to form a speaker array.

3.1.1.7.2 Must include software:

3.1.1.7.2.1 Must control system whether a single unit or a speaker array.

3.1.1.7.2.2 Must work on various platforms, including, but not limited to:

3.1.1.7.2.2.1 Windows

3.1.1.7.2.2.2 MacOS

3.1.1.7.2.2.3 iPad OS

3.1.1.8 Physical:

3.1.1.8.1 All external components must have an anti-corrosion coating.

3.1.1.8.2 Must be suspendable:

3.1.1.8.2.1 A three-point captive suspension plate must be included or available for the unit.

3.1.1.8.2.2 Must utilize quick release pins.

3.1.2 Contract Item #2: JBL SRX928S Dual Powered Subwoofer, Part# JBL-P3243MX, or Equivalent. Quantity 4

3.1.2.1 Power:

3.1.2.1.1 AC Power:

3.1.2.1.1.1 Must have a nominal voltage range of at least 100 to 240 VAC at 50 to 60 Hz

3.1.2.1.1.2 Must have a voltage range limit of at least 80 to 260 VAC at 50 to 60 Hz

3.1.2.1.1.3 Must have a minimum of two PowerCON TRUE1 TOP power connectors:

3.1.2.1.1.3.1 A minimum of one for power input

3.1.2.1.1.3.2 A minimum of one for power output

3.1.2.1.2 Must have a fully integrated built-in amplifier.

3.1.2.1.2.1 Must provide a minimum of 1100 Watts of continuous power.

3.1.2.1.2.2 Must have a minimum peak power of 2500 Watts.

3.1.2.1.2.3 Cooling:

3.1.2.1.2.3.1 Must provide convection cooling.

3.1.2.1.2.3.2 Must have an external heat sink.

3.1.2.1.2.3.3 Must have an internal on-demand fan.

3.1.2.2 Must have a built-in DSP (Digital Signal Processor)

3.1.2.2.1 Must have a minimum sample rate of 48 kHz.

3.1.2.2.2 Must have a minimum bit depth of 24 bits.

3.1.2.2.3 Must have a minimum delay of two (2) seconds.

3.1.2.2.4 Must include signal generators.

3.1.2.2.5 Must include device presets.

3.1.2.2.6 Must provide a means to monitor signal.

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- 3.1.2.2.7** Must include a minimum of twenty-four (24) user-adjustable settings including, but not limited to, the following:
 - 3.1.2.2.7.1** Equalization
 - 3.1.2.2.7.2** Time alignment
 - 3.1.2.2.7.3** Level adjustments

- 3.1.2.3** Acoustical specifications:
 - 3.1.2.3.1** Must include a minimum of two subwoofers:
 - 3.1.2.3.1.1** Must have a minimum diameter of eighteen (18) inches.
 - 3.1.2.3.1.2** Must incorporate a minimum of two (2) voice coils.
 - 3.1.2.3.2** Must have a minimum of two low frequency transducers.
 - 3.1.2.3.3** Must have a maximum peak output of at least 140 dB.
 - 3.1.2.3.4** Frequency Range:
 - 3.1.2.3.4.1** Must have a minimum frequency range of 31 Hz to 100 Hz at -10 dB.
 - 3.1.2.3.4.2** Must have a minimum frequency range of 39 Hz to 80 Hz at -3 dB.

- 3.1.2.4** Audio Input:
 - 3.1.2.4.1** Input must be a balanced line level.
 - 3.1.2.4.2** Maximum input level must be 21 dBu.
 - 3.1.2.4.3** Electrical resistance must be one hundred (100) Kiloohms.
 - 3.1.2.4.4** Must have a minimum of two three pin XLR audio connectors.
 - 3.1.2.4.4.1** Must have a minimum of one three pin XLR audio output connectors.
 - 3.1.2.4.4.2** Must have a minimum of one three pin XLR audio input connectors.

- 3.1.2.5** Networking:
 - 3.1.2.5.1** Must support TCP/IP (Transmission Control Protocol/Internet Protocol)
 - 3.1.2.5.2** Must have a minimum of two Ethernet ports:
 - 3.1.2.5.2.1** Must support a minimum speed of 100 Mbps.
 - 3.1.2.5.2.2** Must support the Harman HControl protocol.
 - 3.1.2.5.2.3** Must use etherCON connectors.

- 3.1.2.6** Must have an LCD screen for easy access to critical functions including, but not limited to:
 - 3.1.2.6.1** Operating modes
 - 3.1.2.6.2** Networking parameters
 - 3.1.2.6.3** DSP access

- 3.1.2.7** Must be scalable.
 - 3.1.2.7.1** Must link to other compatible units to form a speaker array.
 - 3.1.2.7.2** Must be compatible with Item #1, section 3.1.1.
 - 3.1.2.7.3** Must include software:
 - 3.1.2.7.3.1** Must control system whether a single unit or a speaker array.
 - 3.1.2.7.3.2** Must work on various platforms, including, but not limited to:
 - 3.1.2.7.3.2.1** Windows
 - 3.1.2.7.3.2.2** MacOS
 - 3.1.2.7.3.2.3** iPad OS

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3.1.2.8 Physical: must be ground stackable with Item #1, section 3.1.1. If additional accessories are required for stacking, it is acceptable.

3.1.3 Contract Item #3: JBL SRX906 Array Frame, Part# SRX906LA AF, or Equivalent. Quantity 2

3.1.3.1 Must be compact and lightweight.

3.1.3.2 Must be compatible for use with Contract Items 1 and 2 per sections 3.1.1 and 3.1.2.

3.1.3.3 Must support the use of up to sixteen (16) Contract Item 1 speakers.

3.1.3.4 Must support the use of third-party laser inclinometers.

3.1.3.5 Must be compatible with shackles up to a minimum of ½ inch.

3.1.3.6 Must include, but not be limited to, the following:

3.1.3.6.1 One (1) spreader bar

3.1.3.6.2 One (1) extension bar

3.1.3.6.3 One (1) ½ inch shackle

3.1.3.6.4 One (1) laser bracket and hardware for mounting a laser inclinometer.

3.1.4 Contract Item #4: Yamaha RIO 1608 Input/Output Stage Box, Part# RIO 1608-D2, or Equivalent. Quantity 1

3.1.4.1 Must be compatible with existing equipment:

3.1.4.1.1 Yamaha CL5 digital mixing console

3.1.4.1.2 Yamaha RIO 3224-D2 stage box

3.1.4.2 Input: must have a minimum of sixteen (16) analog microphone preamps using XLR connectors.

3.1.4.3 Output: must have a minimum of eight (8) analog audio outputs using XLR connectors.

3.1.4.4 Data:

3.1.4.4.1 Must connect directly to DANTE network:

3.1.4.4.2 Must have a minimum of two Ethernet connections for DANTE communications.

3.1.4.4.2.1 Must have a minimum of one (1) Ethernet connection for primary DANTE communications.

3.1.4.4.2.2 Must have a minimum of one (1) Ethernet connection for secondary DANTE communications.

3.1.4.5 Must support daisy-chaining of connections.

3.1.4.6 Must have a minimum of two (2) power supplies:

3.1.4.6.1 Must be redundant.

3.1.4.6.2 Must provide phantom power with remote on and off.

3.1.4.7 Must provide a visual confirmation of settings.

3.1.4.8 Must include software:

3.1.4.8.1 DANTE controller software for patching of devices on the network

3.1.4.8.2 Software providing remote editing of device parameters including preamplifier parameters.

3.1.5 Contract Item #5: Yamaha 32 Channel Digital Mixer, Part# QL1, or Equivalent. Quantity 1

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- 3.1.5.1** Must be compatible with existing equipment:
 - 3.1.5.1.1** Yamaha CL5 digital mixing console
 - 3.1.5.1.2** Yamaha RIO 3224-D2 stage box

- 3.1.5.2** Input mixing channels:
 - 3.1.5.2.1** Must have a minimum of forty-eight (48) monaural mixing channels.
 - 3.1.5.2.2** Must have a minimum of eight (8) stereo mixing channels.

- 3.1.5.3** Local connectors:
 - 3.1.5.3.1** Must have a minimum of eight (8) analog inputs.
 - 3.1.5.3.2** Must have a minimum of eight (8) analog outputs.
 - 3.1.5.3.3** Must have a minimum of three (3) MY slots.
 - 3.1.5.3.4** Must have a minimum of two Ethernet connections for DANTE communications.
 - 3.1.5.3.4.1** Must have a minimum of one (1) Ethernet connection for primary DANTE communications.
 - 3.1.5.3.4.2** Must have a minimum of one (1) Ethernet connection for secondary DANTE communications.
 - 3.1.5.3.5** Must have a minimum of one (1) AES/EBU digital output.
 - 3.1.5.3.6** Must have a minimum of one (1) MIDI input / output port.

- 3.1.5.4** Scene memory:
 - 3.1.5.4.1** Must store a minimum of three hundred (300) scenes.
 - 3.1.5.4.2** Must provide Recall Safe functionality.
 - 3.1.5.4.3** Must provide Focus Recall functionality.
 - 3.1.5.4.4** Must include tactile control keys for scene memory.

- 3.1.5.5** Input channel functions must include, but not be limited to:
 - 3.1.5.5.1** Digital gain with a minimum range of -96 dB to +24 dB
 - 3.1.5.5.2** ATT with a minimum range of -96 dB to 0 dB
 - 3.1.5.5.3** HPF with a minimum range of 20 Hz to 600 Hz
 - 3.1.5.5.4** PEQ with a minimum of four (4) bands

- 3.1.5.6** Output channel functions must include, but not be limited to:
 - 3.1.5.6.1** PEQ with a minimum of four (4) bands

- 3.1.5.7** DANTE:
 - 3.1.5.7.1** Must have a minimum of sixty-four (64) input channels.
 - 3.1.5.7.2** Must have a minimum of sixty-four (64) output channels.
 - 3.1.5.7.3** Must be able to discover a minimum of sixty-three (63) devices from the console.
 - 3.1.5.7.4** Must be able to control a minimum of eight (8) devices using HA Remote, or equivalent technology.
 - 3.1.5.7.5** Must be able to perform patching from the DANTE console.

- 3.1.5.8** Must include, but not be limited to, the following studio console racks:
 - 3.1.5.8.1** "Premium" rack:
 - 3.1.5.8.1.1** Must provide a minimum of eight (8) premium racks.

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- 3.1.5.8.1.2** Must be able to accommodate other DANTE devices including, but not limited to:
 - 3.1.5.8.1.2.1** Rupert Neva Designs Portico 5033 equalizer
 - 3.1.5.8.1.2.2** Portico 5043 compressor/limiter
- 3.1.5.8.2** “Effect” rack:
 - 3.1.5.8.2.1** Must provide a minimum of eight (8) effect racks.
 - 3.1.5.8.2.2** Must include at least fifty (54) effects.
 - 3.1.5.8.2.2.1** Must include a minimum of forty-six (46) ambience effects.
 - 3.1.5.8.2.2.2** Must include a minimum of eight (8) insertion effects.
 - 3.1.5.8.2.3** Must permit the use of at least eight (8) effects simultaneously.
- 3.1.5.8.3** “GEQ (Graphic Equalizer)” rack:
 - 3.1.5.8.3.1** Must provide a minimum of sixteen (16) GEQ racks, each with a minimum of thirty-one (31) bands.
 - 3.1.5.8.3.2** Must provide a minimum of two (2) equalizer channels for each rack:
 - 3.1.5.8.3.2.1** Must permit a minimum of fifteen (15) bands to be used at a time.
 - 3.1.5.8.3.2.2** Must create a minimum of thirty-two (32) GEQ channels.
- 3.1.5.8.4** User interface:
 - 3.1.5.8.4.1** Display:
 - 3.1.5.8.4.1.1** Must be a touch display.
 - 3.1.5.8.4.1.2** Must have a minimum diagonal viewing area of ten (10) inches.
 - 3.1.5.8.4.2** Must include, but not be limited to, the following display options:
 - 3.1.5.8.4.2.1** Faders
 - 3.1.5.8.4.2.2** Channel encoders
 - 3.1.5.8.4.2.3** Channel name
 - 3.1.5.8.4.2.4** User defined keys
 - 3.1.5.8.4.2.5** User defined knobs
 - 3.1.5.8.4.2.6** Touch and turn knobs.
 - 3.1.5.8.4.2.7** Monitor level knob.
 - 3.1.5.8.4.2.8** Must be rack mountable.
- 3.1.5.8.5** Software:
 - 3.1.5.8.5.1** Must be compatible with the latest operating systems including, but not limited to, Windows and Mac.
 - 3.1.5.8.5.2** Must include, but not be limited to, the following functions which can exist on separate applications:
 - 3.1.5.8.5.2.1** Editing
 - 3.1.5.8.5.2.2** Stage mixing
 - 3.1.5.8.5.2.3** Monitor mixing.
 - 3.1.5.8.5.2.4** File conversion

3.1.6 Contract Item #6: Shure Quad Digital Receiver, Part# ULXD4Q G50, or Equivalent.
Quantity 2

3.1.6.1 Must be compatible with existing microphone elements which use TA4F connectors. The use of adapters is not permitted.

3.1.6.2 Must provide a minimum of four (4) wireless channels.

3.1.6.3 Must include a minimum of two (2) wideband antennas.

3.1.6.4 Must have a minimum working range of three-hundred and thirty (330) feet.

3.1.6.5 DANTE:

3.1.6.5.1 Must support DANTE networking.

3.1.6.5.2 Must support DANTE browsing for headphone monitoring:

3.1.6.5.2.1 Must browse all DANTE channels.

3.1.6.5.2.2 Must include third-party components.

3.1.6.6 Must have a maximum Radio Frequency (RF) tuning step size of 25 KHz.

3.1.6.7 Must have a minimum image rejection of seventy (70) dB.

3.1.6.8 RF Sensitivity at 10^{-5} BER (Bit Error Rate):

3.1.6.8.1 Must be a minimum of -99 dBm.

3.1.6.8.2 Must be a maximum of -97 dBm.

3.1.6.9 Must have a maximum latency of 2.9 ms.

3.1.6.10 Audio dynamic range:

3.1.6.10.1 XLR analog output must be a minimum of 120 dB.

3.1.6.10.2 DANTE digital output must be a minimum of 129 dB and a maximum of 131 dB.

3.1.6.11 Gain adjustment:

3.1.6.11.1 Must operate at a minimum of -18 dB.

3.1.6.11.2 Must operate at a maximum of 42 dB.

3.1.6.11.3 Must operate in a maximum of 1 dB steps.

3.1.6.11.4 Must include a mute setting.

3.1.6.12 Connections:

3.1.6.12.1 XLR outputs:

3.1.6.12.1.1 Must include a minimum of four (4).

3.1.6.12.1.1.1 Must be switchable AES3 digital outputs.

3.1.6.12.1.1.2 Must have a minimum of three (3) outputs.

3.1.6.12.1.2 Must be transformer balanced.

3.1.6.12.2 Must include a minimum of four (4) one quarter (1/4) inch outputs.

3.1.6.12.3 Must include a minimum of four (4) Ethernet ports:

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3.1.6.12.3.1 Must include a minimum of two (2) PoE (Power over Ethernet) Ethernet ports and capable of supporting a minimum of one (1) PoE device at a time.

3.1.6.12.3.2 Must support a minimum of two modes:

3.1.6.12.3.2.1 Mode 1: a minimum of two (2) redundant Ethernet ports and (2) redundant DANTE ports

3.1.6.12.3.2.2 Mode 2: a minimum of either four (4) Ethernet ports or four (4) DANTE ports

3.1.6.12.4 Power:

3.1.6.12.4.1 Connectors must lock in place.

3.1.6.12.4.2 Must include a minimum of one (1) AC in port.

3.1.6.12.4.3 Must include a minimum of one (1) AC out port for connection/cascading of additional components.

3.1.6.12.4.4 Must support an optional DC module for redundant power.

3.1.7 Contract Item #7: Shure Handheld Wireless Microphone with Transmitter, Part# ULXD2/SM58 G50, or Equivalent. Quantity 8

3.1.7.1 Must be compatible with Item #6, section 3.1.6.

3.1.7.2 Must be compatible with existing microphone elements which use TA4F connectors. The use of adapters is not permitted.

3.1.7.3 Must be portable:

3.1.7.3.1 Transmitter must include a portable antenna directly attached to unit.

3.1.7.3.2 Transmitter and battery must have a means of easily attaching it to a person, such as a belt clip.

3.1.7.4 Must support a minimum of the following carrier ranges:

3.1.7.4.1 174-216 MHz

3.1.7.4.2 470-865 MHz

3.1.7.4.3 1492-1525 MHz

3.1.7.4.4 1785-1805 MHz

3.1.7.5 Must have a minimum working range of three-hundred and twenty-eight (328) feet.

3.1.7.6 Must have a maximum Radio Frequency (RF) tuning step size of 25 KHz.

3.1.7.7 Must have a minimum image rejection of seventy (70) dB.

3.1.7.8 RF Sensitivity at 10^{-5} BER (Bit Error Rate):

3.1.7.8.1 Must be a minimum of -99 dBm.

3.1.7.8.2 Must be a maximum of -97 dBm.

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3.1.7.9 Must have a maximum latency of 2.9 ms.

3.1.7.10 Audio dynamic range:

3.1.7.10.1 XLR analog output must be a minimum of 120 dB.

3.1.7.10.2 DANTE digital output must be a minimum of 129 dB and a maximum of 131 dB.

3.1.7.11 Audio frequency response must be a minimum of thirty (30) Hz and a maximum of twenty (20) kHz.

3.1.7.12 Batteries must have a minimum run time of:

3.1.7.12.1 Eight (8) hours at 1 mW

3.1.7.12.2 Eight (8) hours at 10 mW

3.1.7.12.3 Five (5) hours at 20 mW

3.1.8 Contract Item #8: Shure Digital Wireless Bodypack with Mini 4p, Part# ULXD1 G50, or Equivalent. Quantity 8

3.1.8.1 Must be compatible with Item #7, section 3.1.7.

3.1.8.2 Must be compatible with existing microphone elements which use TA4F connectors. The use of adapters is not permitted.

3.1.8.3 Must be portable:

3.1.8.3.1 Transmitter must include a portable antenna directly attached to unit.

3.1.8.3.2 Transmitter and battery must have a means of easily attaching it to a person, such as a belt clip.

3.1.8.4 Must support a minimum carrier range of 470-932 MHz.

3.1.8.5 Must have a minimum working range of three-hundred and thirty (330) feet.

3.1.8.6 Must have a maximum Radio Frequency (RF) tuning step size of 25 KHz.

3.1.8.7 Must have a minimum image rejection of seventy (70) dB.

3.1.8.8 RF Sensitivity at 10^{-5} BER (Bit Error Rate):

3.1.8.8.1 Must be a minimum of -99 dBm.

3.1.8.8.2 Must be a maximum of -97 dBm.

3.1.8.9 Must have a maximum latency of 2.9 ms.

3.1.8.10 Audio dynamic range:

3.1.8.10.1 XLR analog output must be a minimum of 120 dB.

3.1.8.10.2 DANTE digital output must be a minimum of 129 dB and a maximum of 131 dB.

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3.1.8.11 Audio frequency response must be a minimum of twenty (20) Hz and a maximum of twenty (20) kHz.

3.1.8.12 Batteries must have a minimum run time of eight (8) hours at 10 mW.

3.1.9 Contract Item #9: Countryman Ear Set Microphone System T4AF, Black, Part# E6DW5B2AX, or Equivalent. Quantity 4

3.1.9.1 Must be compatible with Item #8, section 3.1.8.

3.1.9.2 Must be compatible with existing microphone elements which use TA4F connectors. The use of adapters is not permitted.

3.1.9.3 Audio frequency response must be a minimum of thirty (30) Hz and a maximum of fifteen (15) kHz.

3.1.9.4 Sensitivity must be a minimum of 6.0 mV/Pascal.

3.1.9.5 Equivalent Acoustic Noise must be a maximum of 24 dB SPL (Sound Pressure Level).

3.1.9.6 Overload Sound Level must be a minimum of 120 dB SPL (Sound Pressure Level).

3.1.9.7 Must have an adjustable boom.

3.1.9.8 Must be usable on either ear.

3.1.9.9 Must include, but not be limited to:

3.1.9.9.1 A minimum of one (1) windscreen

3.1.9.9.2 A minimum of one (1) detachable cable for connection to a portable transmitter. Must connect to Item# 8.

3.1.9.9.3 A minimum of one (1) hypercardioid protective cap and one (1) cardioid protective cap

3.1.9.9.4 A minimum of one (1) white cable collar clip and one (1) black cable collar clip

3.1.9.9.5 A minimum of one (1) storage case

3.1.10 Contract Item #10: Countryman Ear Set Microphone System T4AF, Tan, Part# E6DW5T2AX, or Equivalent. Quantity 4

3.1.10.1 Must be compatible with Item #8, section 3.1.8.

3.1.10.2 Must be compatible with existing microphone elements which use TA4F connectors. The use of adapters is not permitted.

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- 3.1.10.3 Audio frequency response must be a minimum of thirty (30) Hz and a maximum of fifteen (15) kHz.
- 3.1.10.4 Sensitivity must be a minimum of 6.0 mV/Pascal.
- 3.1.10.5 Equivalent Acoustic Noise must be a maximum of 24 dB SPL (Sound Pressure Level).
- 3.1.10.6 Overload Sound Level must be a minimum of 120 dB SPL (Sound Pressure Level).
- 3.1.10.7 Must have an adjustable boom.
- 3.1.10.8 Must be usable on either ear.
- 3.1.10.9 Must include, but not be limited to:
 - 3.1.10.9.1 A minimum of one (1) windscreen
 - 3.1.10.9.2 A minimum of one (1) detachable cable for connection to a portable transmitter. Must connect to Item# 8.
 - 3.1.10.9.3 A minimum of one (1) hypercardioid protective cap and one (1) cardioid protective cap
 - 3.1.10.9.4 A minimum of one (1) white cable collar clip and one (1) black cable collar clip
 - 3.1.10.9.5 A minimum of one (1) storage case

3.1.11 Contract Item #11: Accessories.

- 3.1.11.1 **Item #11.1, JBL Rolling Road Case Part# SRX 906LACASE, or Equivalent. Quantity 3**
 - 3.1.11.1.1 Must be compatible with Item #1, section 3.1.1.
 - 3.1.11.1.2 Must hold a minimum of four (4) speakers.
 - 3.1.11.1.3 Must be stackable for easy storage.
 - 3.1.11.1.4 Must include casters for easy transportation.
 - 3.1.11.1.5 Must be impact resistant.
 - 3.1.11.1.5.1 Must have metal reinforced edges and corners.
 - 3.1.11.1.5.2 Must be constructed of impact resistant materials including, but not limited to, plywood, aluminum, and steel.
- 3.1.11.2 **Item # 11.2, JBL SRX906 Base Plate, Part# SRX 906LA BP, or Equivalent. Quantity 4**
 - 3.1.11.2.1 Must be compatible with Item #1, section 3.1.1 and Item #2, section 3.1.2.
 - 3.1.11.2.2 Must be compatible with the JBL VTX pole mount adapter, or equivalent.
 - 3.1.11.2.3 Must enable stacking of a minimum of six (6) speakers.
 - 3.1.11.2.4 Must be capable of angling speaker stack with a minimum angle range of -15 degrees to +5 degrees.

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- 3.1.11.3 Item # 11.3, JBL SRX906/928 Rain Cover, Part# E6DW5T2AX, or Equivalent. Quantity 14**
- 3.1.11.3.1** Must be compatible with Item #1, section 3.1.1 and Item #2, section 3.1.2.
 - 3.1.11.3.2** Must be waterproof.
 - 3.1.11.3.3** Must include, but not be limited to, protection of:
 - 3.1.11.3.3.1** Speaker
 - 3.1.11.3.3.2** Speaker LCD screen
 - 3.1.11.3.3.3** Speaker amplifier module
 - 3.1.11.3.4** Must include Velcro patches for easy access to speaker LCD screen and speaker connectors.
- 3.1.11.4 Item # 11.4, JBL SRX928S Caster Kit, Part# JBL-3291MX, or Equivalent. Quantity 4**
- 3.1.11.4.1** Must be compatible with Item #2, section 3.1.2
 - 3.1.11.4.2** Must include, but not be limited to:
 - 3.1.11.4.2.1** Four (4) heavy duty castors with a minimum diameter of three (3) inches
 - 3.1.11.4.2.2** All hardware necessary to attach castors to cabinets/speakers.
 - 3.1.11.4.2.3** Must have a minimum load rating of two-hundred and twenty (220) pounds.
- 3.1.11.5 Item # 11.5, CBI Flexible 12/3 PowerCON Extension, 3 feet, Part# 50FLXPC12-003, or Equivalent. Quantity 4**
- 3.1.11.5.1** Must be a minimum of 2.75 feet and a maximum of 3.25 feet in length.
 - 3.1.11.5.2** Must include a minimum of one (1) PowerCON NAC3FCA power in connector at one end and one (1) PowerCON NAC3FCB power out connector at the other end.
 - 3.1.11.5.3** Must be a 12/3 cable, twelve (12) gauge wire with three conductors (wires).
 - 3.1.11.5.4** Jacket must be oil resistant with a minimum outside diameter of .430 (point four three zero) inches.
 - 3.1.11.5.5** Must be waterproof.
- 3.1.11.6 Item # 11.6, CBI Flexible 12/3 PowerCON Extension, 5 feet, Part# 50FLXPC12-005, or Equivalent. Quantity 3**
- 3.1.11.6.1** Must be a minimum of 4.75 feet and a maximum of 6.25 feet in length.
 - 3.1.11.6.2** Must include a minimum of one (1) PowerCON NAC3FCA power in connector at one end and one (1) PowerCON NAC3FCB power out connector at the other end.
 - 3.1.11.6.3** Must be a 12/3 cable, twelve (12) gauge wire with three conductors (wires).
 - 3.1.11.6.4** Jacket must be oil resistant with a minimum outside diameter of .430 (point four three zero) inches.

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3.1.11.6.5 Must be waterproof.

3.1.11.7 Item # 11.7, CBI Flexible PowerCON jumper cable, 200 feet, Part# PCI-EM-200, or Equivalent. Quantity 3

3.1.11.7.1 Will be used to connect (jumper) power from one speaker (Item #1, section 3.1.1) to another.

3.1.11.7.2 Must be a minimum of 199 feet and a maximum of 205 feet in length.

3.1.11.7.3 Must include one (1) PowerCON NAC3FCA power in connector at one end and one (1) PowerCON NAC3FCB power out connector at the other end.

3.1.11.7.4 Must be a 12/3 cable, twelve (12) gauge wire with three conductors (wires).

3.1.11.7.5 Jacket must be oil resistant with a minimum outside diameter of .430 (point four three zero) inches.

3.1.11.7.6 Must be flexible for easy cable routing.

3.1.11.7.7 Must be waterproof.

3.1.11.8 Item # 11.8, Laird Shielded CAT6A Tactical EtherCON Cable with RJ45 TOP Connectors, 100 ft, Part# CAT6AXTRM-100, or Equivalent. Quantity 2

3.1.11.8.1 Must be a minimum of one hundred (100) feet and a maximum of one-hundred and one (101) feet in length.

3.1.11.8.2 Must meet ANSI/TIA-568 standards for shielded Category 6a cable.

3.1.11.8.3 Must be terminated at each end with a EtherCON TOP RJ-45 connector.

3.1.11.8.4 Must be waterproof.

4 Contract award:

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

4.1.1 If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with Exhibit A, Pricing Pages, in their bid submission. Vendor should provide Equivalent product brochures with their submitted bid response. This information may be required before award of contract.

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

4.2 Pricing Page: Vendor should complete the Pricing Page by placing unit prices and extended prices on the lines provided for each item listed and adding the extended prices from each item and placing the sum on the Overall Total Bid Amount line on wvOASIS commodity section. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5 PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency:

West Virginia Department of Arts, Culture, and History
1900 Kanawha Blvd, East
Building #9
Charleston, WV 25305

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable

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condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 Vendor Default:

7.1 Default: the following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

7.2 Remedy: the following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.