



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

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1366134

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0708

Vendor ID: VC0000123734

SO Doc ID: ABC2400000001

Legal Name: JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Published Date: 2/29/24

Alias/DBA:

Close Date: 3/12/24

Total Bid: \$129,857.60

Close Time: 13:30

Response Date: 03/11/2024

Status: Closed

Response Time: 10:57

Solicitation Description: Camera System for the Warehouse

Responded By User ID: eli.hensel

Total of Header Attachments: 1

First Name: Eli

Total of All Attachments: 1

Last Name: Hensel

Email: eli.hensel@jci.com

Phone: 304-654-5374



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1366134  
**Solicitation Description:** Camera System for the Warehouse  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-03-12 13:30	SR 0708 ESR03062400000004625	1

**VENDOR**  
 VC0000123734  
 JOHNSON CONTROLS SECURITY SOLUTIONS LLC

**Solicitation Number:** CRFQ 0708 ABC2400000001  
**Total Bid:** 129857.6000000000058207660913 **Response Date:** 2024-03-11 **Response Time:** 10:57:31  
**Comments:**

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Camera System for the Warehouse				129857.60

Comm Code	Manufacturer	Specification	Model #
72151700			

**Commodity Line Comments:** Optional Maintenance agreement - Annual Expert Tier - Parts and Labor by normal wear and tear - \$11,067.00

**Extended Description:**

Warehouse Camera System  
any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services.



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  
 Construction

<b>Proc Folder:</b> 1366134			<b>Reason for Modification:</b>
<b>Doc Description:</b> Camera System for the Warehouse			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-02-05	2024-03-05 13:30	CRFQ 0708 ABC2400000001	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

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

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of WV Alcohol Beverage Control Administration (WVABCA) to establish a contract for a warehouse camera system including all cameras and installation per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Camera System for the Warehouse				

Comm Code	Manufacturer	Specification	Model #
72151700			

**Extended Description:**

Warehouse Camera System any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services. Please enter total bid amount from Exhibit A Pricing page into the commodity line in Oasis

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**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 \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

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

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *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: \_\_\_\_\_ 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

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

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

- BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: [www.state.wv.us/admin/purchase/forms2.html](http://www.state.wv.us/admin/purchase/forms2.html))

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

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

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

i. Bidder's name

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

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

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

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

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

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**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) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**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.

\_\_\_\_\_  
(Company)   
\_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

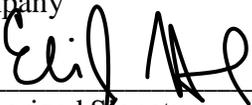
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

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

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

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

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

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
WAREHOUSE CAMERA SYSTEM

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Alcohol Beverage Control Administration (WVABCA) to establish a contract for the following:

**WAREHOUSE CAMERA SYSTEM**

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

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

**2.1 “Construction Services”** means installation of 36 (Interior and Exterior) Cameras, PoE NVR, wiring, cables, connectors, PoE switches, power supplies, mounting brackets and all other materials needed to complete the project as more fully described in the Project Plans. Vendor must also include the relocation of 7 existing dome cameras that will be non-functioning “dummy” cameras.

**2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

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

**2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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

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

## 10. CONDITIONS OF THE WORK

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

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

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday-Friday, 6:00AM-4:00PM excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

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

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

**10.4.1.1.** The Vendor will be responsible for the removal of all equipment used to complete the camera system project (e.g., scaffolding, lifts, etc.).

**10.4.1.2.** The Vendor will be responsible for clearing the worksite of all installation related debris (e.g., wiring, cables, boxes, packing material, etc.)

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

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

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

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

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

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

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

**12. MISCELLANEOUS:**

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

**Contract Manager:** Eli Hensel

**Telephone Number:** 304.654.5374

**Fax Number:** \_\_\_\_\_

**Email Address:** eli.hensel@jci.com

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WAREHOUSE CAMERA SYSTEM

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**EXHIBIT A – Pricing Page**

<b>Installation/Labor</b>	\$ 38,707.94
<b>Equipment/Materials</b>	\$ 91,149.66
<b>Total Bid Amount:</b>	\$ 129,857.60

REQUEST FOR QUOTATION  
WAREHOUSE CAMERA SYSTEM

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**EXHIBIT B – PROJECT PLANS**

A total of thirty-six (36) cameras (interior and exterior) at the West Virginia Alcohol Beverage Control Administration (WVABCA) warehouse located at 97 Independent Ave. Nitro, WV 25143 and the relocation of Seven (7) “non wired dummy cameras” (the dummy cameras are presently mounted in the warehouse). The cameras will provide day and night viewing options. The system will be tied into a 64 channel PoE NVR which must allow viewing via handheld devices and computers through Cloud based software provided by the manufacturer. Vendor shall submit brochures for any "or Equal" product upon request prior to award.

All cameras shall be installed in areas specified by the WVABCA (see diagram and Warehouse Camera Location Measurements sheet, Exhibit B).

The vendor shall provide all cameras (other than the 7 “dummy” cameras), PoE NVR, wiring, cables, connectors, PoE switches, power supplies, mounting brackets and all other materials needed to complete the project. Upon completion the Installer must demonstrate the camera system and verify that the camera system is operating as described by the manufacturer specifications prior to final acceptance by the WVABCA.

The vendor must provide a minimum of one (1) year warranty on their installation and craftsmanship.

The vendor will be responsible for making routine general adjustments to the system for one (1) year to ensure that all components of the system are communicating and working correctly.

1. **Cameras:**

There shall be thirty-six (36) cameras installed for the warehouse camera system.

**1.1** Two (2) exterior cameras must be dome PTZ. The cameras must be 2MP hardwired PoE wall (corner) mounted cameras. They must have the minimum features listed below:

- 1.1.1 Must have a minimum of 40x optical zoom.
- 1.1.2 Must have a minimum of 10x digital zoom.
- 1.1.3 Must have Iris with auto and manual adjustment.
- 1.1.4 Must have auto day and night modes.
- 1.1.5 The IR distance must be 300’ or greater.
- 1.1.6 The cameras must have auto tracking.
- 1.1.7 The cameras must have motion detection.
- 1.1.8 The cameras must operate at a minimum of 60 fps.
- 1.1.9 The cameras must offer privacy masking features.

**REQUEST FOR QUOTATION  
WAREHOUSE CAMERA SYSTEM**

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- 1.1.10 Must have 0 degree to 355 degree pan or greater.
- 1.1.11 Must have 15 degrees to 90-degree tilt or greater.
- 1.1.12 Must be waterproof and dustproof.
- 1.1.13 Must work in temperatures down to -20 F or lower.
- 1.1.14 Must work in temperatures up to 140 F or higher.
- 1.1.15 The camera must have a PTZ camera heater. The heater must have a designated outdoor electrical receptacle box, a 120v 20-amp single gang receptacle and an outdoor cover installed. The vendor (Installer) awarded the bid must provide installation of the said electrical outlet. The vendor (Installer) must provide all needed wiring, conduit, Romex connectors and any other needed hardware required for mounting and wiring purposes.
- 1.1.16 Cameras must have a minimum of a 5-year warranty.
- 1.1.17 The cameras are to be Pelco Spectra Enhanced 7 Series IR Look-Up PTZ or equal product.

**1.2** One (1) interior camera must be a dome PTZ. The camera must be 2MP 1920 x 1080p hardwired PoE wall (corner) mounted camera. The camera must have the minimum features listed below:

- 1.2.1 Must have a minimum of 30x optical zoom.
- 1.2.2 Must have a minimum of 10x digital zoom.
- 1.2.3 Must have Iris with auto and manual adjustment.
- 1.2.4 Must offer auto day and night modes.
- 1.2.5 Must perform in low light.
- 1.2.6 The camera must operate at 60 fps or better.
- 1.2.7 The camera must have auto tracking.
- 1.2.8 The camera must have motion detection.
- 1.2.9 Must have 0 degree to 355 degree pan or greater.
- 1.2.10 Must have 15 degrees to 90-degree tilt or greater.
- 1.2.11 Must be water and dust resistant.
- 1.2.12 Must work in temperatures down to -20 F or lower.
- 1.2.13 Must work in temperatures up to 140 F or higher.
- 1.2.14 The camera must have a minimum of a 3-year warranty.
- 1.2.15 Must be Pelco Spectra Professional 2 Series PTZ Dome or equal product.

**1.3** Four (4) interior cameras must be a dome PTZ. The camera must be 2MP 1920 x 1080p hardwired PoE ceiling mounted camera. The camera must have the minimum features listed below:

- 1.3.1 Must have a minimum of 30x optical zoom.
- 1.3.2 Must have a minimum of 10x digital zoom.
- 1.3.3 Must have Iris with auto and manual adjustment.
- 1.3.4 Must offer auto day and night modes.

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WAREHOUSE CAMERA SYSTEM**

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- 1.3.5 Must perform in low light.
- 1.3.6 The camera must operate at 60 fps or better.
- 1.3.7 The camera must have auto tracking.
- 1.3.8 The camera must have motion detection.
- 1.3.9 Must have 0 degree to 355 degree pan or greater.
- 1.3.10 Must have 15 degrees to 90-degree tilt or greater.
- 1.3.11 Must be water and dust resistant.
- 1.3.12 Must work in temperatures down to -20 F or lower.
- 1.3.13 Must work in temperatures up to 140 F or higher.
- 1.3.14 The camera must have a minimum of a 3-year warranty.
- 1.3.15 Must be Pelco Spectra Professional 2 Series PTZ Dome or equal product.

**1.4** One (1) exterior camera wall mounted dome camera. The camera must be mounted close to the front Main Entrance/Exit door. The camera will be a 2MP hardwired PoE wall mounted camera. The camera must have the minimum features listed below:

- 1.4.1 Must have between 3.2mm and 11mm autofocus lense.
- 1.4.2 Must have 90 degrees or greater field of view.
- 1.4.3 Must offer auto day and night modes.
- 1.4.4 The IR distance must be 100' or greater.
- 1.4.5 The camera must operate at 50 fps or better.
- 1.4.6 The camera must have motion detection.
- 1.4.7 Must be waterproof, dust proof and vandal proof housing.
- 1.4.8 Must work in temperatures down to -20 F or lower.
- 1.4.9 Must work in temperatures up to 140 F or higher.
- 1.4.10 The Camera must have a minimum of a 3-year warranty.
- 1.4.11 Must be Pelco Sarix Professional 4 Environmental Dome camera or equal.

**1.5** Five (5) exterior wall mounted dome cameras. The cameras must be 5MP hardwired PoE wall mounted cameras. The cameras must have the minimum features listed below:

- 1.5.1 The camera lenses must be no smaller than 2.0 mm and have a lens no greater than 14 mm lens.
- 1.5.2 Must have auto and manual zoom and focus adjustments.
- 1.5.3 Must offer auto day and night modes.
- 1.5.4 The IR distance must be 160' or greater.
- 1.5.5 The cameras must have motion detection.
- 1.5.6 The cameras must operate at 30 fps or better at 5mp.
- 1.5.7 Must have water resistant housing.
- 1.5.8 Must work in temperatures down to -40 F or lower.
- 1.5.9 Must work in temperatures up to 140 F or higher.
- 1.5.10 Cameras must have a minimum of a 3-year warranty.

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1.5.11 Must be Pelco Sarix Pro Environmental IR Dome camera or Equal.

**1.6** Twenty-Two (22) cameras will be ceiling mounted dome cameras. The cameras will be 5 MP hardwired PoE ceiling mounted camera. The camera must have the minimum features listed below:

1.6.1 The camera lenses must be no smaller than 2.0 mm and have a lens no greater than 14 mm lens.

1.6.2 Must have auto and manual zoom and focus adjustments.

1.6.3 Must offer auto day and night modes.

1.6.4 The IR distance must be 160' or greater.

1.6.5 The cameras must have motion detection.

1.6.6 The cameras must operate at 30 fps or better at 5mp.

1.6.7 Must have water resistant housing.

1.6.8 Must work in temperatures down to -40 F or lower.

1.6.9 Must work in temperatures up to 140 F or higher.

1.6.10 Cameras must have a minimum of a 3-year warranty.

1.6.11 Must be Pelco Sarix Pro Environmental IR Dome camera or Equal.

**1.7** One (1) license plate reader (LPR) camera located at front gate. The camera must be 1080p 8MP hardwired PoE pole mounted camera. The camera must have the minimum features listed below:

1.7.1 The camera will have a minimum of 6mm lens and have a second lens that is no greater than 24mm. The lenses will be equipped with autozoom.

1.7.2 Must offer auto day and night modes.

1.7.3 The IR distance must be 120' or greater.

1.7.4 Must have motion detection.

1.7.5 The cameras must operate at 30 fps or better.

1.7.6 Must have waterproof and vandal proof housing.

1.7.7 Must work in temperatures down to -20 F or lower.

1.7.8 Must work in temperatures up to 140 F or higher.

1.7.9 Cameras must have a minimum of 2-year warranty coverage.

1.7.10 The camera must be a Viewtron LPR-IP7 or equal product.

**1.8** There will be 7 existing dome cameras that shall be repositioned as specified by the WVABCA. These will be non-wired and non-functioning "dummy" cameras.

**REQUEST FOR QUOTATION  
WAREHOUSE CAMERA SYSTEM**

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**2. Network Video Recorder (NVR):**

**2.1** There shall be an NVR system located in the warehouse's second floor office.

The NVR system must have the minimum features listed below:

- 2.1.2 The NVR system must have a minimum of 64 channels.
- 2.1.3 There must be an external 64 channel PoE switch used in the office with the NVR system.
- 2.1.4 The NVR system must run off a 120v outlet with all applicable cables and converters provided.
- 2.1.5 Must be compatible with 2MP, 4MP, 5MP and 8MP cameras.
- 2.1.6 The NVR must operate at least 30 fps real time on each channel up to 8 MP.
- 2.1.7 The NVR must have a minimum of 40TB HDD hard drive memory.
- 2.1.8 The NVR must provide remote viewing with handheld devices (I-Phone, I-Pad and Android).
- 2.1.9 The NVR must provide remote viewing from a laptop or PC computer through (Windows or Mac Browser).
- 2.1.10 The NVR must come with Cloud viewing software (The software must not have monthly fees).
- 2.1.11 The NVR must offer the following port options, (HDMI1, HDMI2, and VGA). Additional port options may be provided also.
- 2.1.12 The NVR must have a minimum of 3 years of warranty coverage.
- 2.1.13 The NVR must be Surevision Model: SV-NVR64-N or Equal

**3. Cables:**

**3.1** The cables used for the camera system must minimally be CAT 6 cable but may be CAT 6 D cable. The following are minimum cable requirements:

- 3.1.1 All cables run between the NVR and cameras must minimally be CAT 6 cable.
- 3.1.2 The cable running to the LPR must be CAT 6 burial cable and must have waterproof connectors.
- 3.1.3 All exterior cameras must be supplied with a minimum of CAT 6 waterproof cable and have waterproof connectors.
- 3.1.4 All cameras that are located between the office and mid-point of the warehouse must be connected directly to the NVR with a minimum of CAT 6 Cable.
- 3.1.5 All cameras that are located past the mid-point of the warehouse must be connected to the 28 channel PoE switch that is connected to the NVR.

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WAREHOUSE CAMERA SYSTEM

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Cable run to and from the 28-channel switch shall be minimally CAT 6 cable.

**4. 28 Channel PoE Switch:**

**4.1** A 28 channel PoE switch must be utilized for the system in the following manner:

- 4.1.1 A 28 channel PoE switch shall be mounted in the center of the interior of the warehouse. The switch shall be mounted in the rafter (ceiling area) of the warehouse.
- 4.1.2 The 28 channel PoE switch shall be utilized for any camera that requires wiring to be run past the middle of the warehouse.
- 4.1.3 The 28 channel PoE switch must have a dustproof cover and dustproof connections.
- 4.1.4 The 28 channel PoE switch must have a single gang electrical receptacle box and 120v 20-amp single gang receptacle and cover installed. The vendor awarded the bid must provide installation of the said electrical outlet. The vendor must also provide all needed wiring, conduit, Romex connectors and any other needed hardware required for mounting and installation purposes.

**5. Additional PoE Switch:**

**5.1** The LPR camera which will exceed 300' from the 28 channel PoE switch, or the NVR will require an independent PoE switch.

- 5.1.1 The additional PoE switch shall be connected to the NVR or 28 channel PoE switch with a minimum CAT 6 cable.
- 5.1.2 The additional PoE switch, and electrical outlet will be installed by the vendor at the location specified by the WVABCA.
- 5.1.3 The PoE switch must have a single gang electrical receptacle box and single gang 120v 20-amp receptacle must be installed with a 120-volt power source. The Vendor awarded the bid must provide installation of the said electrical outlet box and receptacle. Then Vendor must also provide all needed wiring, conduit, Romex connectors and any other needed hardware required for mounting and installation purposes.

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WAREHOUSE CAMERA SYSTEM

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**6. Installation:**

**6.1** The vendor that is awarded the bid will be required to adhere to the following requirements:

- 6.1.1 The vendor shall be responsible for providing all equipment needed to complete installation of the camera system.
- 6.1.2 The vendor shall be responsible for providing all hardware needed to complete the installation, including but not limited to, (mounting brackets, cable clamps, cable ends, wiring, conduit, connectors, etc.).
- 6.1.3 All electrical work is to be completed by a licensed electrician.
- 6.1.4 Cameras and equipment will be mounted and placed in areas specified by the WVABCA.
- 6.1.5 The vendor will ensure that all cameras have an unobstructed view (e.g., not obstructed by heating and cooling units, pipes, sprinklers heads, lights, etc.)
- 6.1.6 Cameras must be aimed, adjusted, and focused per the WVABCA direction.
- 6.1.7 NVR software must be installed by the Vendor awarded the bid.
- 6.1.8 The vendor must test the entire system ensuring that the cameras, PoE switches, NVR, cloud software and remote viewing instruments work properly and function correctly together as specified by manufacturer specifications.
- 6.1.9 The vendor shall provide a 1 hour minimum, in person tutorial on the operation of the entire camera system (cameras, NVR, cloud software and remote viewing instruments).
- 6.1.10 The vendor shall be responsible for the removal of all equipment used to complete the camera system project (e.g., scaffolding, lifts, etc.).
- 6.1.11 The vendor shall be responsible for clearing the worksite of all installation related debris (e.g., pieces of wiring, pieces of cables, boxes, packing material, etc.).
- 6.1.12 The vendor must provide a binder with all equipment serial numbers, (cameras, NVR, PoE switches, etc.), setup information, user guides, and support contact information.

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WAREHOUSE CAMERA SYSTEM

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**Warehouse Camera Location Measurements**

□ Cameras can be located plus or minus 5' of indicated location (unless both parties agree to altering location) depending on the mounting surface and ensuring that the camera has an unobstructed field of view. The WVABCA will provide verbal instructions on positioning the viewing direction.

1. East Corner to N (2' 6") (Section 4.1)
2. South Corner to E (1') (Section 4.1)
3. S to W – (24 yds) S to E – (21 yds) (Section 4.3)
4. E to S – (25 yds) E to N – (24.5 yds) (Section 4.3)
5. N to E – (6yds) N to W – (12 yds) (Section 4.2)
6. W to S – (5 yds) W to N – (10 yds) (Section 4.3)
7. S to W – (7') S to E – (7 yds) (Section 4.3)
8. (4 yds) South of Main Entrance (Section 4.6)
9. (20' 5") South of Main Entrance (Section 4.6)
10. E (corner) to S – (2' 7") (Section 4.6)
11. E (corner) to N – (4') (Section 4.6)
12. S to E – (40 yds) (Section 4.7)
13. East corner (ceiling) (Section 4.7)
14. N to E - (103 yds) E to S - (17 yds) corner (ceiling) (Section 4.7)
15. N to E - (5 yds) W to N - (134 yds) (Section 4.7)
16. E to N – (26 yds) E to S – (38 yds) (Section 4.7)
17. N to E – (7 yds) N to W - (41 yds) (Section 4.7)
18. N to E - (50 yds) S to E – (75 yds) (Section 4.7)
19. N to E – (7 yds) N to w – (57 yds) (Section 4.7)
20. N to E – (79 yds) S to E – (59 yds) (Section 4.7)
21. N to E – (7 yds) W to N – (65 yds) (Section 4.7)
22. S to W – (22 yds) W to N – (38 yds) (Section 4.7)
23. W to S – (7 yds) W to N – (50 yds) (Section 4.7)
24. S to W – (22 yds) W to N – (17 yds) (Section 4.7)

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WAREHOUSE CAMERA SYSTEM**

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- 25. W to S – (9') (Section 4.7)
- 26. W to N – (6 yds) (Section 4.7)
- 27. W to S – (71 yds) S to E – (12.5 yds) corner (ceiling) (Section 4.7)
- 28. W to S – (84 yds) S to E – (6 yds) (Section 4.7)
- 29. S to W - (27 yds) S to E – (6 yds) (Section 4.7)
- 30. W to S (12 yds) W to N (10 yds) (Section 4.7)
- 31. N to W – (6 yds) S to W (11 yds) (Section 4.7)
- 32. W (corner) to S (11.5 yds) (Section 4.6)
- 33. 2' E of Main Entrance/Exit (Section 4.5)
- 34. S to W (15 yds) to E (10 yds)
- 35. S to W (7yds) S to E (9 yds)
- LPR (On pole beside of entrance gate) (Section 4.8)
- D1. W to S – (104 yds) S to E (5 yds) (Section 4.9)
- D2. S to W – (22 yds) E to S – (38 yds) (Section 4.9)
- D4. N to E - (7 yds) E to S - (97 yds) (Section 4.9)
- D5. N to E – (7 yds) E to S – (78 yds) (Section 4.9)
- D6. N to E – (7 yds) E to S – (64 yds) (Section 4.9)
- D7. N to E – (7 yds) E to S – (48 yds) (Section 4.9)
- D8. N to E – (8 yds) E to S – (16 yds) (Section 4.9)

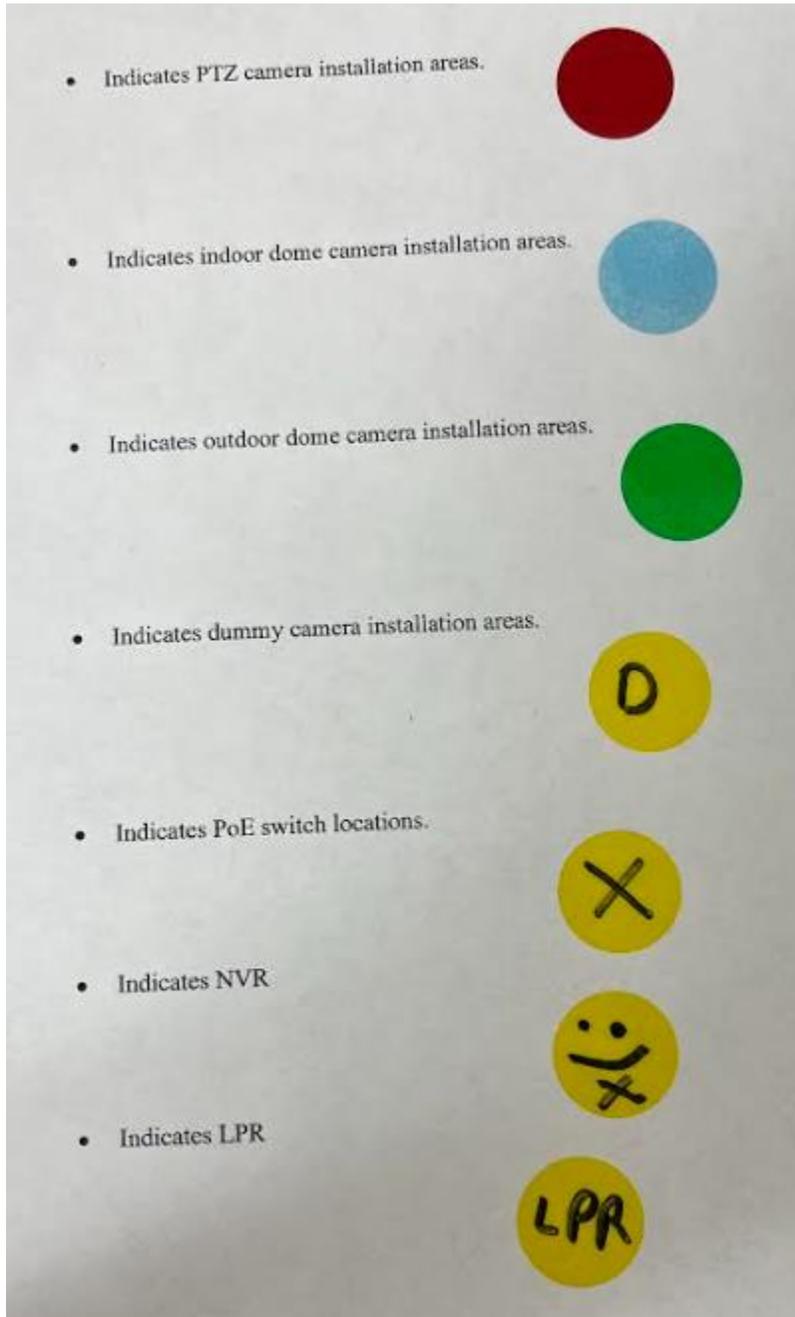


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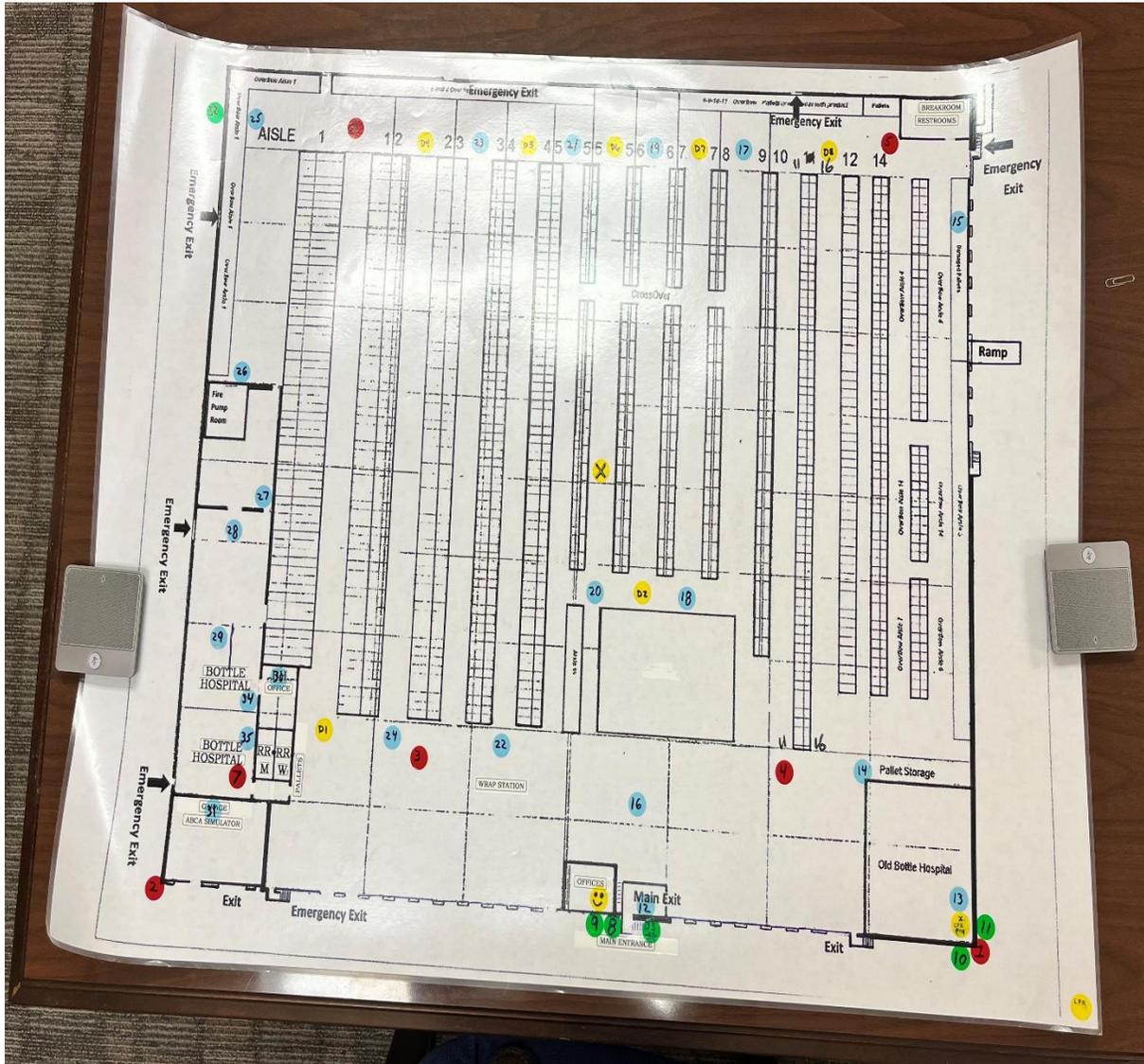
**LEGEND FOR CAMERA INSTALLATION**

Approximate installation areas



# REQUEST FOR QUOTATION WAREHOUSE CAMERA SYSTEM

## WAREHOUSE MAP OF CAMERAS





State of West Virginia

## **PURCHASING DIVISION**

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

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

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

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

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

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

**BID BOND PREPARATION INSTRUCTIONS**

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

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

**Bid Bond**

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

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

**NOW THEREFORE**

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

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

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

Principal Seal \_\_\_\_\_ (R)  
(Name of Principal) \_\_\_\_\_ (Q)

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

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

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

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

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

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

**BID BOND**

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

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

NOW THEREFORE,

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

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

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

Principal Seal

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

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

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

Surety Seal

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

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

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Johnson Controls Security Solutions LLC  
of Poca, WV, as Principal, and Federal Insurance Company  
of Whitehouse Station, NJ, a corporation organized and existing under the laws of the State of IN  
with its principal office in the City of Whitehouse Station, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Camera System for the Warehouse. Solicitation No. CRFQ 0708 ABC240000001

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 6th day of March, 2024.

Principal Seal



Johnson Controls Security Solutions LLC  
(Name of Principal)

By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

Richard Hackner, Attorney-in-Fact  
(Title)

Surety Seal



Federal Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
Michelle Anne McMahon, Attorney-in-Fact

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



**DELEGATION OF AUTHORITY**

The undersigned, Authorized Signatory of Johnson Controls Security Solutions LLC, a Delaware limited liability company (the "Company"), pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on June 12, 2019, hereby authorizes:

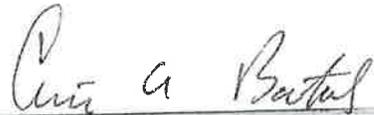
Richard Hackner  
Assistant Client Services Specialist  
Willis of New York, Inc.  
10 State House Square, Floor 11  
Hartford, CT 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 6<sup>th</sup> day of March 2024.

  
\_\_\_\_\_  
Craig A. Bartol, Authorized Signatory

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert of Hartford, Connecticut -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17<sup>th</sup> day of August 2023.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon ss.

On this 17<sup>th</sup> day of August, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

“RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a “Written Commitment”):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person’s written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company’s seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.”

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the “Companies”) do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **March 6, 2024**.



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



Telephone: +1 816 552-7295  
Website: wtwco.com  
E-mail: Wendy.Lewis@wtwco.com

March 6, 2024

Johnson Controls Security Solutions LLC  
108 Craddock Way #7  
Poca, WV 25159

**RE: Obligee: State of West Virginia  
Bid Bond for: Camera System for the Warehouse. Solicitation No. CRFQ 0708  
ABC2400000001  
Bid Date: March 12, 2024**

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

**Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.**

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Wendy Lewis

**Your Bid Results are very important. Please forward them to us as soon as the job bids.**

Were you Low? \_\_\_\_ Yes \_\_\_\_ No

1st Bidder & Amount Bid \_\_\_\_\_

2nd Bidder & Amount Bid \_\_\_\_\_

3rd Bidder & Amount Bid \_\_\_\_\_

Your bid (if not listed above) \_\_\_\_\_



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

I, Eli Hensel, after being first duly sworn, depose and state as follows:

1. I am an employee of Johnson Controls Security Solutions; and,  
(Company Name)
2. I do hereby attest that Johnson Controls Security Solutions  
(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: Eli Hensel  
 Signature: *Eli Hensel*  
 Title: Security Account Executive  
 Company Name: Johnson Controls Security Solutions  
 Date: 1-24-2024

STATE OF WEST VIRGINIA,

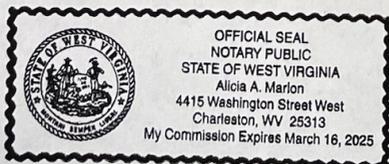
COUNTY OF PUTNAM, TO-WIT:

Taken, subscribed and sworn to before me this 24 day of JANUARY, 2024.

By Commission expires 3/16/25

(Seal)

*Alicia A. Marlon*  
 (Notary Public)



The power behind your mission

Johnson  
Controls



# West Virginia ABCA Distribution Center

## VIDEO SURVEILLANCE SYSTEM

March 11, 2024

*Thank you for the opportunity to provide a proposal. We are pleased to submit this document along with JCI Rider, Bill of Materials, and Drawings for your evaluation and approval.*

*While we can indeed meet the requirements described in the following pages, we can add value where appropriate thanks to the expertise and experience that Johnson Controls has gained as a buildings and security integrations provider for many years.*

Project Location	97 Independent Ave, Nitro, WV 25143-2
Industry	Warehouse
Project Type	New
Estimate Number	1-87OCOAR
Site Hours of Operation	8:00 am – 5:00 pm / Monday – Friday

*Eli Hensel*

**Eli Hensel**  
**Security Account Executive, Johnson Controls**  
[Eli.hensel@jci.com](mailto:Eli.hensel@jci.com)  
Phone +1 (304) 654-5374

Johnson Controls  
1800 International Park Drive Suite 500 Birmingham, AL 35243  
AESBL Lic #2073

# SYSTEM OPERATION

## Customer Objective

West Virginia ABCA Distribution Centers warehouse at 97 Independent Ave, customer currently has an Avigilon Camera System in place. The customer has called out for a bid proposal to replace the video system with new. Customer's expectations in bid proposal focuses on replacing the existing cameras with new along with providing the required NVR, POE switches, cables, connectors, power supplies mounting brackets and all other equipment's required to build the system. Customer would also expect the bidding contractor to provide connectivity between the POE switches. For the video system customer has 07 dummy (cameras are not wired), these cameras are to be relocated to customer's expected position which should also be the part of bid proposal.

### List Document References (RFP Only)

- Solicitation Docs 2-5-2024.
- WVABCA WAREHOUSE MAPS
- Final\_CRFQ
- Addendum #2 2-29-2024

## Proposed Solution

We have reviewed your request and have based this proposal on the understanding of West Virginia ABCA Distribution Center requirements. If any points need clarification, or if you would like to discuss the proposal further, please contact your JCI representative for prompt attention.

### **JCI Proposal Solution:**

JCI upon reviewing the Bid Document and customer provided information and will propose Hanwha Wisenet Video Management system and cameras. JCI will provide and install cameras with mounting hardware at customer's preferred location. Boom lift rental for the installation of cameras has been considered in this proposal. JCI has considered surge protectors for cameras those will be installed on exterior environment. The POE-to-POE switch connectivity will be done by JCI. The solution as been designed on basis of the customer provided camera and POE switch location. For connectivity between cameras and switch and that between switches to NVR, game changer cables are proposed in this estimate.

## JCI Video System Equipment Details

### **Software & Computer Equipment:**

#### **Licenses**

- Description: Hanwha Wave Professional License for IP cameras.
- Install Location: Network Video Recorder
- Additional Details:
  - The above-described licenses are sold in package, this proposal contains one package of 24 licenses and one package having 8 licenses.
  - The network video recorder proposed has pre-loaded 04 IP camera licenses on it.

### **Other responsibilities: (Not included in JCI proposal, but is necessary for an operating System)**

- Customer to provide monitor for installation of the proposed video system.

### **Headend Equipment:**

#### **Network Video Recorder (NVR)**

- Description: Hanwha Wisenet 1U Network Video Recorder with 470 Mbps recording B/W, 48TB
- Install Location: Second Floor Office
- Additional Details:
  - The proposed NVR has pre-loaded 04 IP camera licenses.
  - Keyboard and mouse are included in NVR package.
  - Rail kit for rackmount is included in NVR package.

#### **48 Port POE Switch**

- Description: Etherwan V2 series 48-Port smart managed POE switch.
- Install Location: Office on second floor. (POE 04 as identified on JCI provided drawings.)
- Additional Details: The proposed switch has 450W total power budget.

#### **24 Port POE Switch**

- Description: Eagle Eye 24 Port Managed POE+ switch.
- Install Location: Office on second floor (POE 06 as identified on JCI provided drawings.)
- Additional Details: The proposed switch has 370W total power budget.

#### **08 Port POE Switch**

- Description: Eagle Eye 8 Port Managed POE+ switch
- Install Location: POE 01, 02, 03 and 05 as identified on JCI provided drawings.
- Additional Details: The proposed switch has 125W total power budget.

#### **Other responsibilities: (Not included in JCI proposal, but is necessary for an operating System)**

- As per requirement of customer for having 64 port POE switch at headend location, since there is no direct 64 port switch, JCI has provided 01 48 Port and 01 24 Port POE switch.
- The provisions and termination of all necessary 110v A/C power for Video Equipment.
- Adequate rack space is available for the installation of all necessary Video Equipment.
- Adequate space on metal iron bars attached to ceiling is available for installation of all necessary Video Equipment.

#### **Field Equipment**

##### **Indoor Dome Camera – 5MP**

- Description: Hanwha Q-Series indoor dome camera, 5MP, motorized varifocal lens (3.2mm to 10mm).
- Install Location: Refer JCI provided security electronic drawings.
- Additional Details: The proposed camera is equipped with IR and has range of 98ft.
  - Mounting Type:
    - Direct ceiling mount on red iron bars.
    - Cameras identified as CAM-01,03,04,05,06,07,08,10,12,22,24,29 on JCI provided security electronic drawings are provided with 8' (3' to 7.5' adjustable) telescopic poles and universal mounting plates.

##### **Outdoor Dome Camera – 5MP**

- Description: Hanwha Q-Series indoor dome camera, 5MP, motorized varifocal lens (3.2mm to 10mm).
- Install Location: Refer JCI provided security electronic drawings.
- Additional Details: The proposed camera is equipped with IR and has range of 98ft.
  - Mounting Type: Wall mount using wall mount arm and pendant cap, considered in this proposal.

##### **Outdoor Dome Camera – 2MP**

- Description: Hanwha X-Series outdoor dome camera, 2MP, motorized varifocal lens (2.8mm to 12mm)
- Install Location: Refer JCI provided security electronic drawings.
- Additional Details: The proposed camera is equipped with IR and has range of 132ft.
  - Mounting Type: Wall mount using wall mount arm and pendant cap, considered in this proposal.

##### **Indoor PTZ Camera**

- Description: Hanwha Q-Series IR PTZ camera, 2MP full HD with 32x optical zoom
- Install Location:
- Additional Details: The proposed camera is equipped with IR and has range of 328ft.
  - Mounting Type: Refer JCI provided security electronic drawings.
    - Corner Mount using corner bracket and wall mount arm.
    - Direct ceiling mount on iron bars using telescopic ceiling mount.

### **Outdoor PTZ Camera**

- Description: Hanwha X-Series IR PTZ camera, 2MP full HD with 40x optical zoom
- Install Location: Refer JCI provided security electronic drawings.
- Additional Details: The proposed camera is equipped with IR and has range of 656ft.
  - Mounting Type: Corner Mount using corner bracket and wall mount arm.

### **Point to Point Kit**

- Description: Etherwan EasyLink High speed wireless bridge kit unit.
- Install Location: Refer JCI provided security electronic drawings.
- Additional Details:
  - The POE-to-POE kit contains 2 x Paired Easylink Pro Units, 2 x Wall Power Supplies, 2 x PoE Injectors, 2 x Active PoE to Passive PoE Converters, 2 x Pole Mounting kit, 2 x Wall Mounting Poles.
  - A 25ft outdoor shielded cable has been considered.

### **Other responsibilities: (Not included in JCI proposal, but is necessary for an operating System)**

- Customer to ensure cameras being mounted on direct iron bars have adequate space to install the cameras.
- Dummy cameras to be provided by customer.

### **Cabling/Pathways**

#### **Game Changer Cable**

- Description: Paige 24/4C CAT6 game changer cable, plenum, CMP 1000ft reel.
- Install Location: To connect cameras to respective POE switch or NVR and to connect POE switches on field to POE switch at headend. .
- Additional Details:
  - The proposed cable has a throughput of 2.5Gbps
  - The proposed cable can carry data and power up to 656ft.

### **Other responsibilities: (Not included in JCI proposal, but is necessary for an operating System)**

- Conduits (Indoor & Outdoor) are not considered in this proposal, if required to be provided and installed by others.
- Cable calculation and paths calculated based on standard assumptions if longer cables paths are used which may increase the cable quantity from what is proposed. A change order will be required for updated the pricing.
- Exterior wall penetrations are assumed to be in good working condition. If found faulty during installation a change order will be required to drill new penetrations.

## **SITE CONDITIONS**

### **Work Hours and Labor Rates**

- All work is to be performed during normal working hours, Monday-Friday between 8:00 am to 5:00 pm excluding local and national holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owner's representatives with a schedule of costs. Upon acceptance of the change order, the work will be done, and the additional charges will be added to the total charge to the customer .
- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates. Should Prevailing Wage, or A-Rate Labor apply, the customer is required to pay a variance.

### **Other Trades/Contractor's Exposure**

- Direct to customer , electrical contractor

### **Building Status and Type**

- Existing
- Warehouse

### **Ceiling Height and Type**

- Office Area – 10ft Drop Ceiling
- Warehouse – 25ft Open Ceiling

### **Building/Floor Dimensions**

- 405ft x 380ft

### **Building Construction**

- Finished Drywall

### **Foreseen Obstacles**

- Penetration between floors not identified needs onsite confirmation.
- Unique penetrations
- Existing wall penetrations considered to be in good condition.
- Specific cameras which will be mounted on ceiling, are directly installed on red iron surface, the surface is found not be suitable for surface installation.

### **Special equipment/training needs**

- The site requires boom lift for installation of cameras.
- The site requires safety training prior to the commencement of work.
- Proper Personal Protection Equipment needed.

## **VIDEO SYSTEM PROGRAMMING**

### **Programming Details**

#### **Manufacture**

- Hanwha Wisenet

#### **Hardware**

- Network Video Recorder (NVR)
  - JCI will program the NVR with an IP Address to communicate with Cameras and the West Virginia ABCA Distribution Center 's network.
- Cameras
  - JCI will program Cameras with an IP Address to communicate with NVR.

#### **Software**

- NVR Configurations
  - Retention Storage – 30 Days Storage
  - Frames Per Second – 30fps

### **Testing and Commissioning**

JCI Certified Technician to perform the following:

- JCI to confirm with the West Virginia ABCA Distribution Center the camera's field of view and final placement before installation.

# EXISTING EQUIPMENT

## Video System

- The existing system will remain in place, customer to remove the existing field or headend equipment if required.
- JCI will relocate the existing dummy cameras to customer's preferred location.

# GENERAL INFORMATION AND CLARIFICATIONS

## Proposal

- Pricing is subject to change based upon the timing of receiving of purchase order.
- This proposal does not include permits or fees for the installation of the systems.

## Labor Rates

- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates.
- Should Prevailing Wage, or A-Rate Labor apply, the West Virginia ABCA Distribution Center is required to pay a variance.

## Site Safety

- The location of all proposed equipment is assumed to be installed outside of any Hazardous Areas. It will be the responsibility of the West Virginia ABCA Distribution Center to advise prior to installing if any area hazards exist.
- Asbestos testing, removal & drilling is not included in this proposal.

## Coordination

- JCI will coordinate an estimated project schedule with the client prior to the start of the project. Any subsequent scheduling changes, additions, or deletions must be mutually agreed upon prior to the change. Any changes may result in additional charges.

## Expected Work Hours

- Normal Business 8:00 am to 5:00 pm excluding local and national holidays.

## Engineering

- Any re-engineering of the original scope of work that can compromise the functionality of the system.

## Electrical

- The proposal does not include the provision or installation of 110v A/C power.
- This proposal does not include Grounding and Bonding Systems
- The work and/or cost for the provision and installation of electrical conduits, junction boxes, wire ways, cable trays, or raceways are not included in this proposal.
- This proposal does not include trenching, excavations, core drilling, backfilling, roof penetrations, or dewatering.

## Network Communications

- West Virginia ABCA Distribution Center to supply all data communication network connections that shall be dedicated exclusively for the bi-direct transfer of data between host/server and workstations at designated panel locations.
- The West Virginia ABCA Distribution Center must provide network bandwidth sufficient to carry data streams required by the system.

# CUSTOMER RESPONSIBILITIES

## Video System

### Software & Computer Equipment

- Administrator login and password
- Workstations
- IT Rack
- Monitor
- 110VAC power requirements

### Headend Equipment

- 110VAC power requirements
- IT Rack/Rack Space
- This proposal does not include Grounding and Bonding Systems.

### Field Equipment

- Painting and Patching
- Ceiling Tiles Replacement
- Dummy cameras

### Cabling/Pathways

- Roof penetrations
- Exterior wall penetrations to be in good usable conditions.
- The work and/or cost for the provision and installation of electrical conduits, junction boxes, wire ways, cable trays, or raceways are not included in this proposal.
- This proposal does not include trenching, excavations, core drilling, backfilling, roof penetrations, or dewatering.

### Programming

- Static IP Address for Cameras and Network Video Recorder
- Integration with 3rd party systems
- Static IP Address for Controllers

### Testing and Commissioning

- Any re-aiming of the camera after the West Virginia ABCA Distribution Center signed off will be a change order to the original job.

# CUSTOMERS EXPECTATIONS

- JCI will contact the customer prior to the scheduled installation date to ensure free & clear access is provided.
- JCI technician will check in with the customer's designated contact at the start & finish of each workday.
- JCI will schedule in advance the installation on a date that is acceptable to the customer.
- The customer expects the JCI technician to arrive with the tools, parts, scope of work, layout, and other supporting documents required to complete a successful installation in a positive, professional manner.
- The customer expects to receive a call from the installation coordinator within five business days from the date that the job is booked by the sales representative. JCI Installation Department shall coordinate according to the timeline that is provided by the Riverview Psychiatric Center in a positive, professional manner.
- Plan all site preparation and accommodations that need to be made at arrival with the site contact or operations manager, which shall include but not be limited to facility operating hours, parking, equipment staging, lift-rental use, and storage, reasonable access to areas where work is to be performed,

- Clean all workspace prior to departure to remove any packaging, debris, or other items that may have resulted from installation work.
- Communicate with the SITE manager or operations manager prior to departure, which shall include but not be limited to the following: summary of work that has been performed, any hindrances that result in an inability to continue work, a summary of work that still needs to be completed, anticipated return date.

## TRAINING EXPECTATIONS

Prior to completion of the job. Coordinate with designated contact with employees that will need to be trained on the provided system. The training will consist of and not be limited to:  
Certified Technician to perform the following

### Video System Software

- Typical User End navigation (General Overview)
- Viewing Live and Recorded Video
- Searching and Export Video

## KEY CONTACTS

### **Sales Representative:**

Eli Hensel  
Security Account Executive  
Johnson Controls Security Solutions, WV.  
eli.hensel@jci.com  
Phone +1 (304) 654-5374

### **Site Contact:**

Josh Hager III  
Procurement  
WVABCA Distribution Center (Warehouse)  
joseph.e.hageriii@wv.gov  
Phone: +1 (304) 558-3970

### **RSS:**

JCI Technician Support  
[productsupport@tyco.com](mailto:productsupport@tyco.com)  
Contact: +1 877 270 446

To route your call appropriately  
If you're a West Virginia ABCA Distribution Center Choose Option 1.  
If you're a JCI Employee Choose Option 2.

You will then be prompted to for the Service Type

- Option 1 – MSM
- Option 2 – Intrusion
- Option 3 – Video
- Option 4 – Access

# WVABCA DISTRIBUTION CENTER

97 INDEPENDENT AVE,  
NITRO, WV, 25143-2

SCOPE OF WORK	

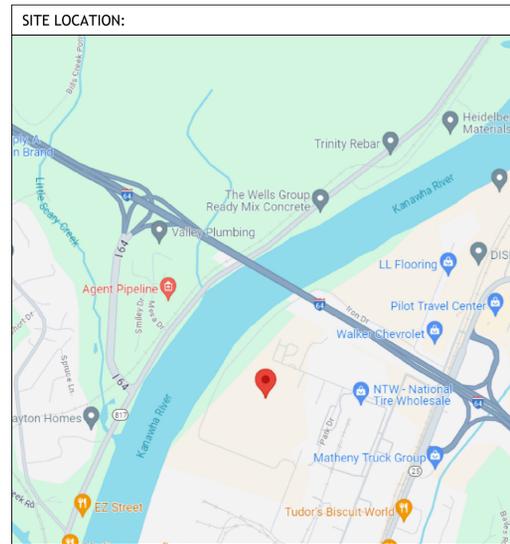
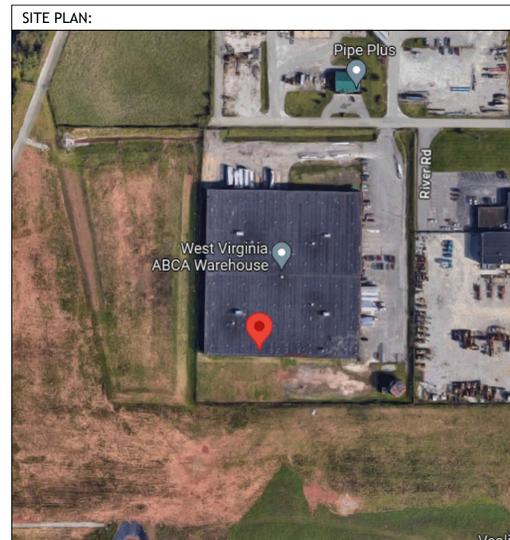
GENERAL NOTES	
1	ALL APPLICABLE PERMITS SHALL BE OBTAINED PRIOR TO STARTING WORK.
2	WORK SHALL COMPLY WITH ALL APPLICABLE CODES.
3	POWER (120VAC) TO ALL SECURITY PANELS SHALL BE SUPPLIED FROM DEDICATED, UNSWITCHED AND CLEARLY IDENTIFIABLE SOURCES.
4	ALL DOORS WHICH ARE CONTROLLED BY ELECTRONIC LOCKING DEVICES SHALL BE CONFIGURED TO MEET ALL CODES.
5	ALL DEVICES EITHER INSTALLED WITHIN THE SCOPE OF THIS PROJECT OR AFFECTED BY THIS PROJECT SHALL BE TESTED.
6	ALL CABLE SHALL BE RATED FOR THE ENVIRONMENT IN WHICH IT IS INSTALLED.
7	ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER.
8	AREAS AFFECTED BY THE SCOPE OF THIS PROJECT SHALL BE KEPT CLEAN AND TRASH REMOVED DAILY.
9	EXPOSED CONDUCTORS SHALL BE RUN ALONG CEILING JOISTS AND GIRDERS. ALL WIRING TO BE CONCEALED FROM PUBLIC VIEW. EXPOSED WIRING SHALL NOT BE RUN IN A "SPAN" FASHION BETWEEN BAR JOISTS OR GIRDERS. IF NECESSARY SUCH WIRING SHALL BE SECURED TO THE STRUCTURAL CEILING BETWEEN JOISTS OR GIRDERS.
10	EXPOSED WIRING TO BE SUPPORTED BY BUILDING STRUCTURE AT NO MORE THAN FIVE (5) FOOT INTERVALS.
11	ALL WIRING IN FINISHED AREAS SHALL BE CONCEALED.
12	ALL JUNCTION BOXES AND CABLE SPLICES SHALL BE IN ACCESSIBLE LOCATIONS.
13	ALL CABLE RUNS SHALL BE NEATLY BUNDLED, WRAPPED TIGHT AND PROPERLY SECURED.
14	CONTRACTOR RUNNING WIRE MUST MARK BOTH ENDS OF WIRE AND PROVIDE A WIRE LEGEND FOR ALL LOCATIONS.
15	ALL CABLING SHALL BE TAGGED AT ALL JUNCTION POINTS AND SHALL TEST FREE FROM GROUNDS OR CROSSES BETWEEN CONDUCTORS.
16	COORDINATE EXACT PLACEMENT OF ALL DEVICES WITH THE ARCHITECTURAL PLANS, OWNER, AND GENERAL CONTRACTOR PRIOR TO INSTALLATION.
17	HOLES IN WALLS OR FLOOR CUTS MADE DURING THE PERFORMANCE OF THIS WORK SHALL BE PATCHED SO AS TO COMPLETELY CONCEAL THE HOLES AND CUTS WHERE THEY WOULD OTHERWISE BE EXPOSED TO VIEW.
18	UPON COMPLETION OF THE FIRE ALARM SYSTEM INSTALLATION AND PROGRAMMING, THE INSTALLING CONTRACTOR SHALL PERFORM FINAL TESTING OF THE ENTIRE SYSTEM, PER ALL APPLICABLE CODES, AND SHALL COORDINATE AND PERFORM A FINAL FIRE ALARM SYSTEM INSPECTION.
19	IN NO CASE SHALL THE CONDUCTORS WITHIN METALLIC RACEWAY EXCEED 40% FILL. IN SUCH SITUATIONS LARGER SERIES WIRE MOLD OR OTHER CONDUIT SHALL BE USED.
20	ALL WORK WILL FOLLOW CURRENT NEC STANDARDS FOR CONDUIT, GROUNDING, INSTALLATION OF WIRING AND WIRE TYPES.

DRAWING ACCEPTANCE	
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RECORD DRAWINGS	
ALL WORK PERFORMED IN THE FIELD SHALL BE ACCURATELY RECORDED ON THESE DRAWINGS AND RETURNED TO THE JOHNSON CONTROLS OFFICE AT THE ADDRESS LISTED ABOVE.	
MONITORING LOCATIONS	
JOHNSON CONTROLS 14200 EXPOSITION AVE. AURORA, CO, 80012 1-800-428-7124	ALARM SERVICE CO: 360602-221 SERVICE CENTER NUMBER: 768 UL LISTING: 5949-183

COMPOSITE CABLE LEGEND									
MARK	PART #	AWG	COND	STRANDING	INSULATION WALL	JACKET			
						WALL (IN)	NOM O.D. (IN)	PRINT	
CP	CP1	18	6	7 X 26	.009	.014	.208	READER CABLE, 18/6 SHIELDED CMP (C) UL E191596	
	CP2	18	4	7 X 26	.009	.014	.183	REX/MOTION, 18/4 SHIELDED CMP (C) UL	
	CP3	16	2	19 X 29	.009	.014	.185	LOCK POWER, 16/2 SHIELDED CMP (C) UL E191596	
	CP4	22	4	7 X 30	.007	.014	.139	DOOR CONTACT, 22/4 SHIELDED CMP (C) UL E191596	

SECURITY CABLE LEGEND									
ID	AWG	COND	SHIELD	CLASS*	ID	AWG	COND	SHIELD	CLASS*
A	22	2	Y	CL2P	AA	RG59		N	CL2P
B	22	2	N	CL2P	BB	RG59 18/2		N	CL2P
C	22	4	N	CL2P	CC	RG6		N	CL2P
D	22	4	Y	CL2P	DD	CAT5E		N	CL2P
E	22	6	N	CL2P	EE	CAT6		N	CL2P
F	22	10	N	CL2P	FF	CAT6A		N	CL2P
G	18	2	N	CL2P	GG	PATCH CABLE			COPPER
H	18	2	Y	CL2P	HH	PATCH CABLE			FIBER OPTIC
J	18	4	N	CL2P	JJ	62.5/125um OM1			MULTI-MODE
K	18	4	Y	CL2P	KK	50/125um OM3			MULTI-MODE
L	18	6	Y	CL2P	LL	50/125um OM4			MULTI-MODE
M	18	8	Y	CL2P	NN	9/125um OS2			SINGLE MODE
N	18	10	N	CL2P					COMPOSITE
P	18	12	Y	CL2P	CP	18/6	18/4	Y	CMP
R	16	2	N	CL2P		22/4	16/2		
S	16	2	Y	CL2P					
T	16	4	N	CL2P					
U	22	4	Y***	CL2P					
V	18	4	Y***	CL2P					
W	18	6	Y***	CL2P					
X	16/19	4	Y	CL2P					
Y	14	2	N	CL2P					
Z	14	1	Y	CL2P					

NOTES	
* - SEE GENERAL NOTE #6	
** - 2 PAIR - EACH PAIR WITH INDIVIDUAL SHIELD	
*** - 3 PAIR - EACH PAIR WITH INDIVIDUAL SHIELD	



MULTILEADERS	
TYPE	DESCRIPTION
	CABLE MULTILEADER
	REVISION MULTILEADER
	CALLOUT MULTILEADER: DETAIL/SHEET NUMBER
	DEVICE MULTILEADER: SYSTEM-FLOOR/LEVEL-DEVICE NUMBERS DOOR/DETAIL NUMBERS

IDENTIFIERS	
TYPE	DESCRIPTION
	ELEVATION IDENTIFIER: DETAIL/SHEET NUMBER
	SECTION IDENTIFIER: DETAIL/SHEET NUMBER

TAGS	
TYPE	DESCRIPTION
	CABLE ID TAG
	CABLE TAG
	DEVICE TAG: SYSTEM TYPE/FLOOR-LEVEL/DEVICE NUMBER SHEET NUMBER/DETAIL
	SHEET NOTE TAG

SHEET INDEX	
SHEET	DESCRIPTION
TY001	GENERAL SHEET
TY002	SYMBOLS
TY101	DEVICE PLACEMENT PLAN - OVERALL - VSS
TY102	DEVICE PLACEMENT PLAN - PART A - VSS
TY103	DEVICE PLACEMENT PLAN - PART B - VSS
TY104	DEVICE PLACEMENT PLAN - PART C - VSS
TY105	DEVICE PLACEMENT PLAN - PART D - VSS
TY106	DEVICE PLACEMENT PLAN - PART E - VSS
TY107	DEVICE PLACEMENT PLAN - PART F - VSS

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WVABCA DISTRIBUTION CENTER  
97 INDEPENDENT AVE,  
NITRO, WV, 25143-2  
DESIGNED BY: ---  
DRAWN BY: YASH  
CHECKED BY: JYOTI  
JOB / CASE #: 1-870COAR

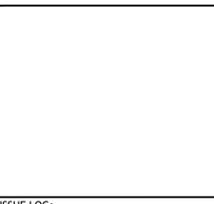
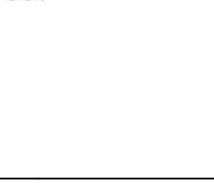
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SHEET:  
GENERAL SHEET

TY001

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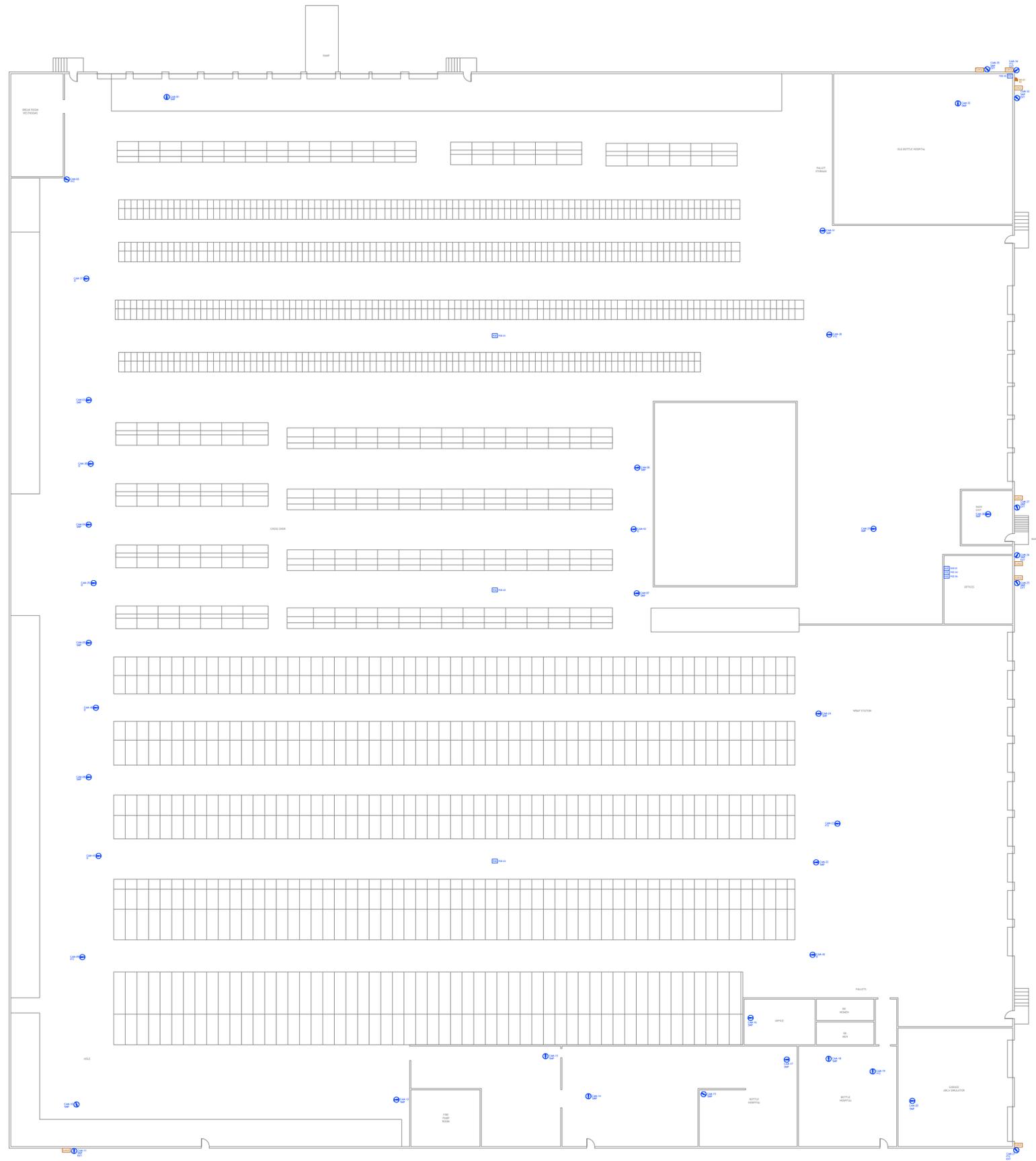
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**SHOP DRAWINGS**

SHEET:

DEVICE PLACEMENT PLAN -  
OVERALL - VSS

**TY101**



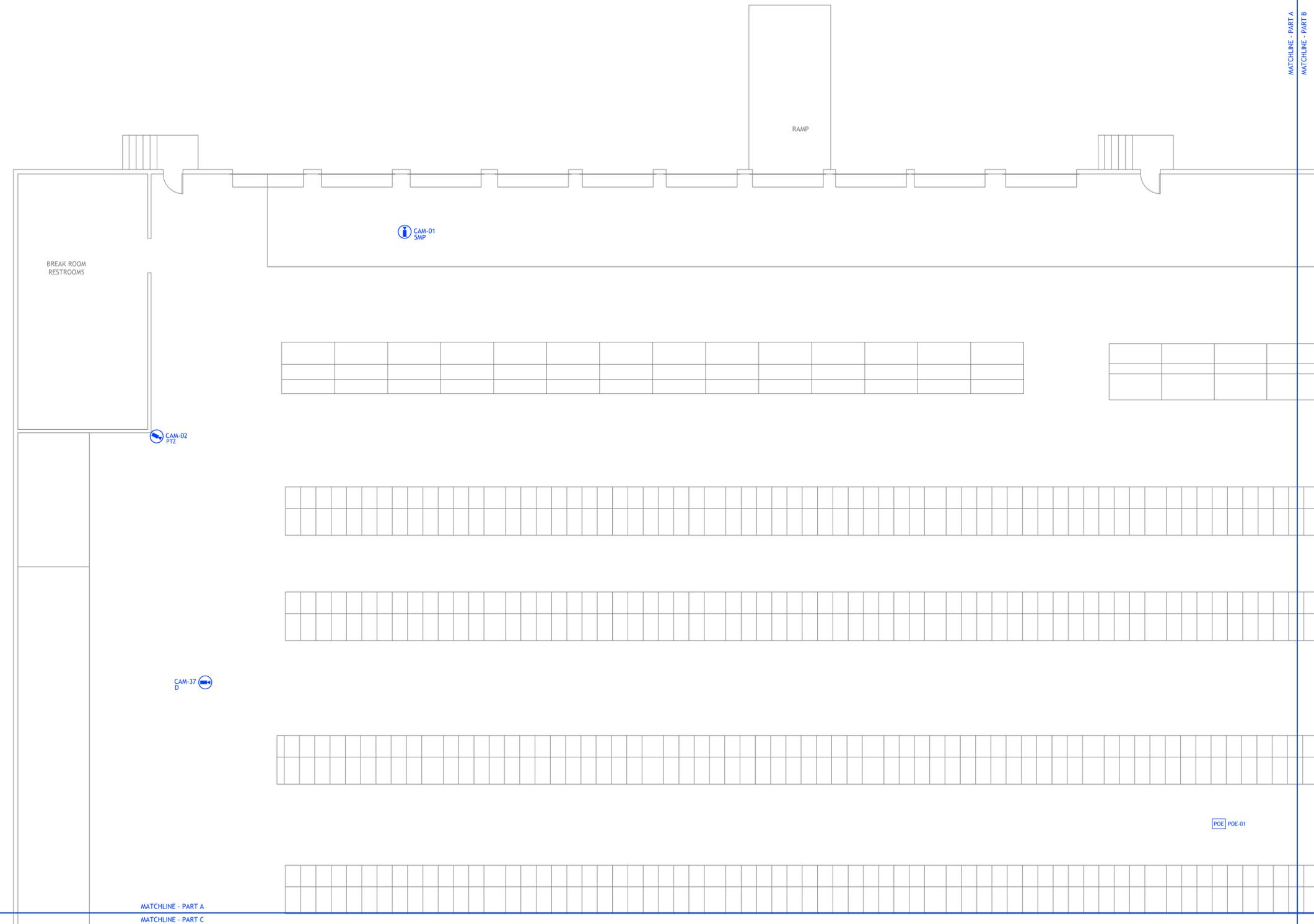
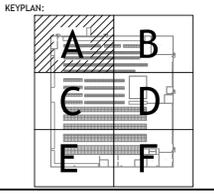
**DEVICE PLACEMENT PLAN - OVERALL - VSS**

SCALE: NTS

24" X 36" - ARCH D SIZE

**SHEET NOTE:**  
 ① CAMERA FIELD OF VIEW TO BE VERIFIED AT SITE.  
 PAPER TO CAD DRAWING IS DIAGRAMMATIC. FIELD VERIFY DEVICE LOCATIONS.

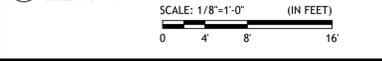
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MATCHLINE - PART A  
MATCHLINE - PART C

MATCHLINE - PART A  
MATCHLINE - PART B

**DEVICE PLACEMENT PLAN - PART A - VSS**



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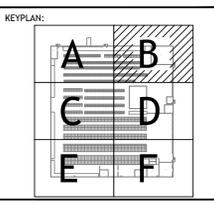
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SHEET:  
**DEVICE PLACEMENT PLAN - PART A - VSS**

**TY102**

**SHEET NOTE:**  
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CHECKED BY: JYOTI  
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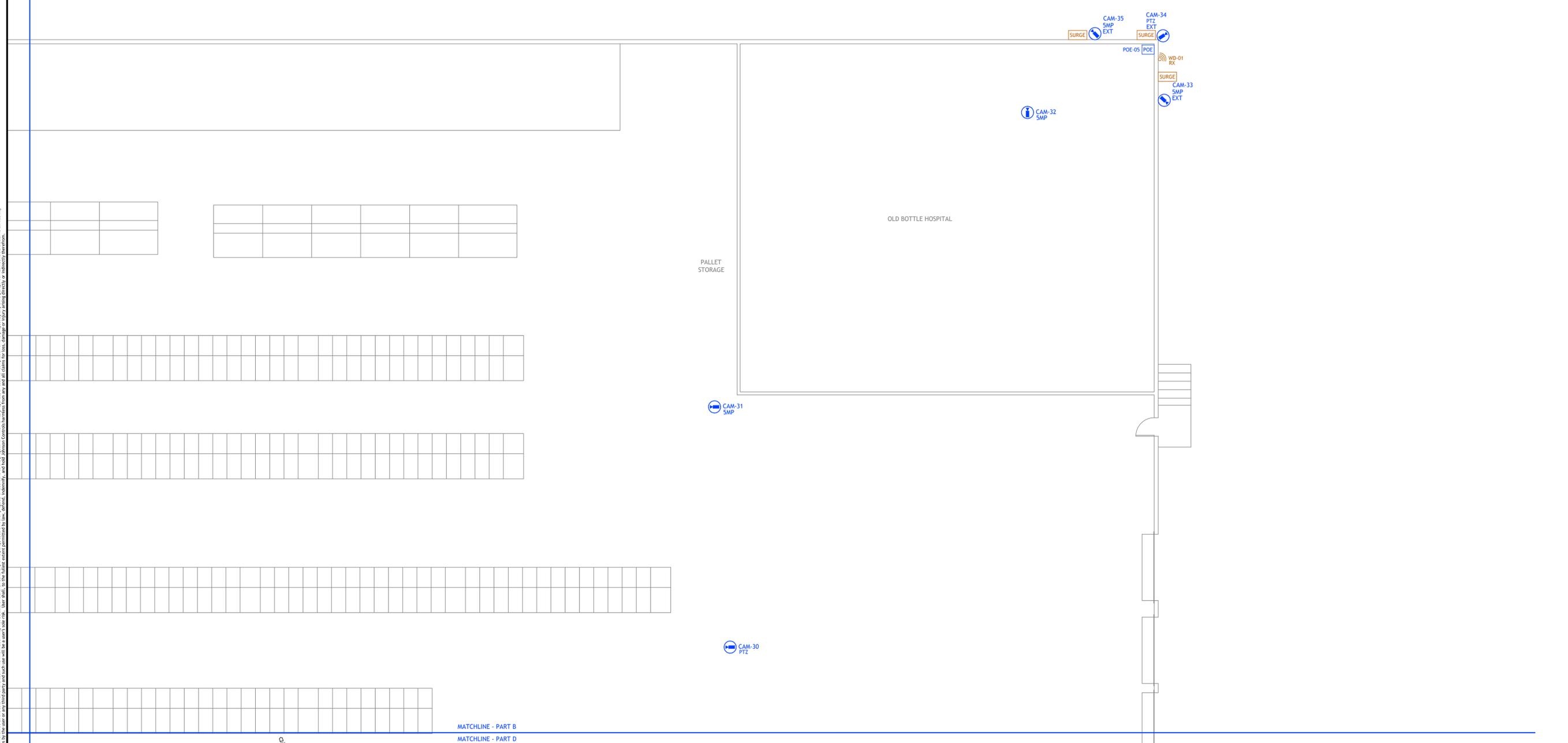
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SHEET:  
DEVICE PLACEMENT PLAN -  
PART B - VSS

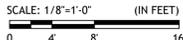
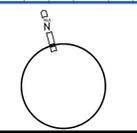
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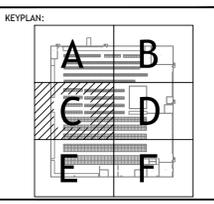
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MATCHLINE - PART B



**DEVICE PLACEMENT PLAN - PART B - VSS**  
SCALE: 1/8"=1'-0"  
SCALE: 1/8"=1'-0" (IN FEET)

**SHEET NOTE:**  
① CAMERA FIELD OF VIEW TO BE VERIFIED AT SITE.  
PAPER TO CAD DRAWING IS DIAGRAMMATIC. FIELD VERIFY DEVICE LOCATIONS.



ISSUE LOG:

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**SHOP DRAWINGS**

SHEET:  
DEVICE PLACEMENT PLAN -  
PART C - VSS

**TY104**

MATCHLINE - PART A  
MATCHLINE - PART C

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SMP

CAM-38  
D

CAM-04  
SMP

CAM-39  
D

CAM-05  
SMP

CAM-40  
D

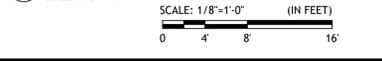
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SMP

CROSS OVER

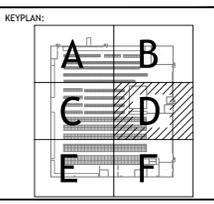
POE POE-02

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MATCHLINE - PART D

**DEVICE PLACEMENT PLAN - PART C - VSS**



SHEET NOTE:  
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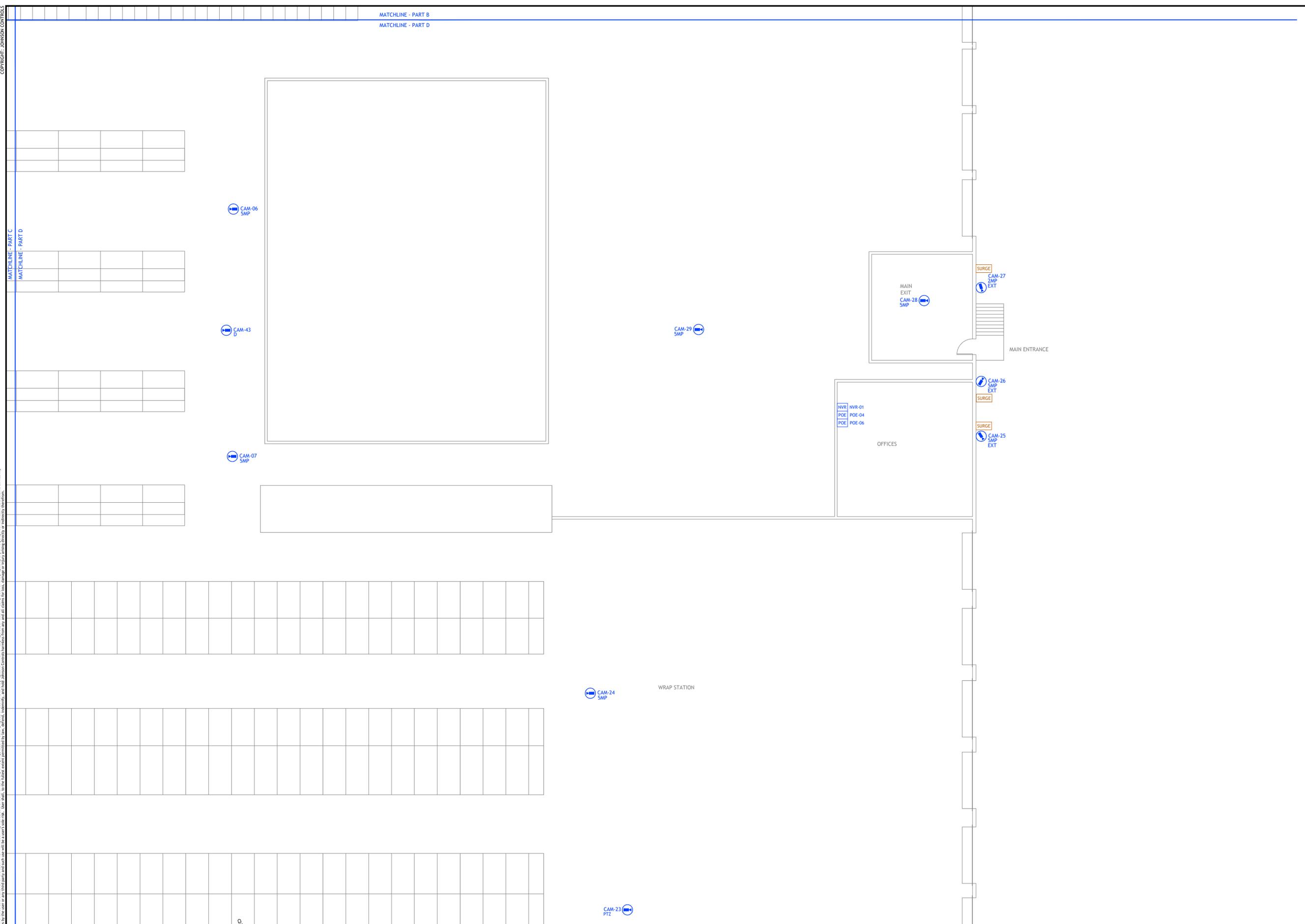
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00	02/29/24	YG	CAD TEMPLATE CREATED
01	03/04/24	YG	DEVICE PLACEMENT UPDATED
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

**WVABCA DISTRIBUTION CENTER**  
 ----  
 97 INDEPENDENT AVE,  
 NITRO, WV, 25143-2  
 DESIGNED BY: ----  
 DRAWN BY: YASH  
 CHECKED BY: JYOTI  
 JOB / CASE #: 1-870COAR

**SHOP DRAWINGS**

SHEET:  
**DEVICE PLACEMENT PLAN - PART D - VSS**

**TY105**

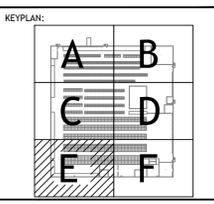


**DEVICE PLACEMENT PLAN - PART D - VSS**  
 SCALE: 1/8"=1'-0"  
 SCALE: 1/8"=1'-0" (IN FEET)  
 0 4 8 16'

**SHEET NOTE:**  
 CAMERA FIELD OF VIEW TO BE VERIFIED AT SITE.  
 PAPER TO CAD DRAWING IS DIAGRAMMATIC. FIELD VERIFY DEVICE LOCATIONS.



INSTALLING CONTRACTOR:



ISSUE LOG:

MARK	DATE	INT	DESCRIPTION
00	02/29/24	YG	CAD TEMPLATE CREATED
01	03/04/24	YG	DEVICE PLACEMENT UPDATED
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

**WVABCA DISTRIBUTION CENTER**

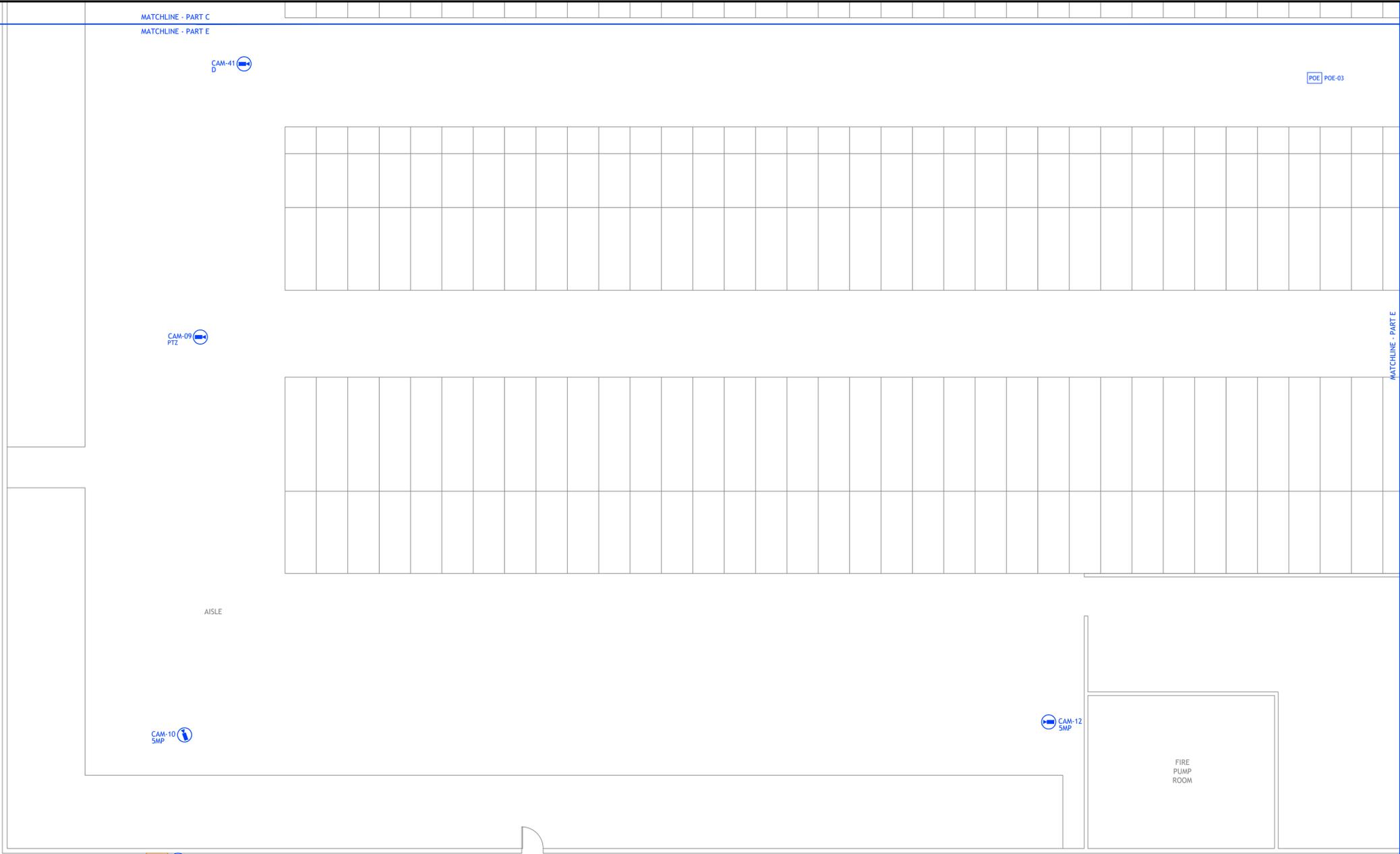
97 INDEPENDENT AVE,  
NITRO, WV, 25143-2

DESIGNED BY: ---  
DRAWN BY: YASH  
CHECKED BY: JYOTI  
JOB / CASE #: 1-870COAR

**SHOP DRAWINGS**

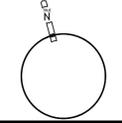
SHEET:  
**DEVICE PLACEMENT PLAN - PART E - VSS**

**TY106**



**DEVICE PLACEMENT PLAN - PART E - VSS**

SCALE: 1/8"=1'-0"  
SCALE: 1/8"=1'-0" (IN FEET)  
0 4 8 16



**SHEET NOTE:**  
① CAMERA FIELD OF VIEW TO BE VERIFIED AT SITE.  
PAPER TO CAD DRAWING IS DIAGRAMMATIC. FIELD VERIFY DEVICE LOCATIONS.

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