



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: 789969
Solicitation Description: Addendum #3
 63210027 32-Channel Security Camera System
Proc Type: Agency Purchase Order

Solicitation Closes	Solicitation Response	Version
2020-12-23 14:30	SR 0803 ESR12232000000004520	1

VENDOR
 VS0000036828
 Wycliffe Enterprises, Inc.

Solicitation Number: ARFQ 0803 DOT2100000020
Total Bid: 212755.7999999999883584678173 **Response Date:** 2020-12-23 **Response Time:** 11:21:19
Comments:

FOR INFORMATION CONTACT THE BUYER
 Tina L Lewis
 304-414-6859
 tina.l.lewis@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	32 channel NVR Security System	1.00000	EA	212755.800000	212755.80

Comm Code	Manufacturer	Specification	Model #
92121700			

Commodity Line Comments: This pricing includes estimated sales tax.
 Within the RFP it is unclear as to what Delivery Days are or mean. Wycliffe will be shipping materials for this project to be delivered during the project commencement. If extended project, Wycliffe will ensure that the materials

Extended Description:

Refer to RFQ Sections 3.1.1 through 3.1.15

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	IP IR Camera	15.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46171610			

Commodity Line Comments: The above pricing is a lump sum number including the 15 cameras. We attached our scope which has a breakdown of the separate tasks.

Extended Description:

Refer to RFQ Sections 3.1.1 through 3.1.15

PROJECT PROPOSAL

Proposal: 5452-1-0

32-CH Security Camera System

PREPARED FOR:

Tina Lewis

State of West Virginia

1900 Kanawha Blvd.

E Bldg. #5 RM #920

Charleston, WV

(304) 414-6859

E: tina.l.lewis@wv.gov

PRESENTED BY:

David Fuellhart

C: (301) 835-5059

O: (240) 629-8662 Ext. 403

dfuellhart@wycliffeinc.com

1341 Hughes Ford Rd, Suite 101

Frederick, MD 21701

www.wycliffeinc.com



WYCLIFFE
TECHNOLOGIES

December 23, 2020

Tina Lewis
Buyer
State of West Virginia
1900 Kanawha Blvd. E Bldg. #5 RM #920
Charleston, WV

RE: 32-CH Security Camera System

Our pledge to our customer is to deliver exceptional performance. Wycliffe Technologies strives towards excellence, expertise, commitment, integrity, hard work, and building long term relationships with our clients based on their complete satisfaction with our work. We look forward to providing you with a team of dedicated professionals that we continuously empower to deliver unparalleled customer service, knowledge and expertise to help you achieve your goals and objectives from concept to completion. We thank you for entrusting us with this opportunity and look forward to fostering a long- term relationship with you.

Thank you,



Barbara Wycliffe, CEO

OUR MISSION STATEMENT

Provide our clients with the Technology Systems and Services that create a safe, secure, automated and efficient working environment, turning everyday buildings into Smart Buildings.

ABOUT US

Wycliffe Technologies is an Enterprise IT Systems Integrator performing installation and service in the Baltimore Washington Metropolitan region for various Commercial Industries and Government Agencies.

Our Success is built upon a combination of industry expertise, diligence, flexibility, integrity, and process; all of which provide a thorough understanding and an acute awareness of our clients' operational needs. Wycliffe is steadfast in providing our customers with a team of committed professionals delivering unparalleled service to help them achieve their goals and objectives from concept to completion.

Since its inception, Wycliffe Technologies has strived to employ the best Technicians who can provide our clients with the best service available. Our reputation in this industry is exceptional, which is why demanding corporate and Federal clients select Wycliffe Technologies to install and service their Systems. We offer many levels of contract maintenance services which range from a four (4) hour to a twenty-four (24) hour response time, depending on the type of systems installed and the level of service required.

Wycliffe Technologies is backed by over 33 Years of industry experience. The Principals founded Wycliffe Enterprises, Inc. in 2004 to provide construction services to our Government and Commercial clients. Wycliffe has developed an extensive portfolio of experience; delivering to our clients timely, cost-effective, and bottom-line driven solutions- integral elements of the modern marketplace that facilitate mission accomplishment. We strive to redefine the standards of excellence in the security, telecom and construction arena, and we sincerely thank you for considering our services!

OUR SERVICES

Wycliffe Technologies is an Enterprise IT Systems Integrator specializing in Smart Building Technologies including Electronic Security, Unified Communications, Network Infrastructure, Emergency Notification, Building Automation, Parking Guidance, Network Infrastructure, Construction and other supporting services that may be required to provide our Clients with tailored, scalable solutions to fully optimize their buildings operations and providing the ability to safely and securely monitor and manage their systems from anywhere.



Electronic Security Systems

Wycliffe Technologies provides tailored, scalable solutions to secure, control, monitor and manage people, assets, Vehicles, and Visitors, and information through the use of our world class cybersecure Software and Systems such as access control, Video Surveillance, Visitor Management, Intrusion Detection, and Parking Control.



Unified Communications

Wycliffe Technologies is excited to offer its “Streams Solution” an All-in-One Call, Text, Conference, Fax, Web Meeting, and File Sharing Cloud Communications Solution Ideal for your Business. With Streams we can deploy a feature-rich, consistent, globally accessible telephone service through your enterprise, connecting employees, customers, and partners seamlessly.



Network Infrastructure

Wired or Wireless, Wycliffe Technologies constructs the infrastructures needed for today’s demanding networks so you can keep personnel and resources connected and moving. Our Communications Team specializes in rapid large-scale cabling and equipment deployments.



Car Park Management

Using our Access Control Software, and Products Wycliffe Technologies can manage car park allocation and access. Wycliffe Technologies can deploy a Car Park Management System and Software to manage your underground or above ground parking facility while allowing for complete central management by your support staff even using their mobile device. Our System allows you to send a credential to a visitor’s phone, so they have access to space you designate upon their arrival.



Construction Services

Wycliffe Technologies provides Construction Management, Design/Build Construction, and General Contracting services. We specialize in interior renovations within mission critical facilities like Secure Operations Centers, Network Operations Centers, and the like.



Design

Wycliffe Technologies offers full design services to help develop a solution that fits the needs and investment goals of our clients. Wycliffe would prefer to work with our clients from Design Build approach to minimize risk for all parties and provide a better deliverable. The advantages of a Design Build approach is a reduction in design time, simplifying construction drawings by customizing the design to actual site condition, limiting communication Channels to a single point of contact and the entire team works together during the entire process to mitigate the risk of potential change orders.

CLIENT INFORMATION

Name: State of West Virginia

Site:

83 Brushy Fork Road
Buckhannon, WV

Billing

1900 Kanawha Blvd.
E Bldg. #5 RM #920
Charleston, WV

Contact

Tina Lewis, Buyer
P (304) 414-6859
E tina.l.lewis@wv.gov

SCOPE OF WORK

Wycliffe Technologies Inc. is providing this pricing based on the Project Site Map as well as information received on the mandatory walk through and the Instructions to Vendors Submitting Bids dated 1/9/2020, received from the West Virginia Department of Highways on November 30, 2020. Wycliffe Technologies will provide all labor, tools, material, and supervision for the following scopes within Division 28 (Security). BICSI and TIA/EIA Standards apply.

Security Camera Installation

Install fifteen (15) new Security Cameras, three (3) Security Data Switches & one (1) Security Server at the West Virginia Department of Highways Equipment Depot. Install, terminate, label & test the cabling infrastructure and install the conduit for the fifteen (15) new Security Cameras. Provide the demolition of the existing cameras, cabling infrastructure and conduit.

Horizontal CAT6 and Outside Plant (OSP) CAT6 Cabling for Security Cameras, Installation and Alignment of new Security Cameras and Demolition of Existing Security Camera System

1. Horizontal CAT6 and OSP CAT6 Cabling– Wycliffe Technologies, Inc. (hereafter referred to as WT) will provide and install a CAT6 Cable Plant including Rigid Conduit, Intermediate Distribution Frame (IDF) Enclosures, Cable, Jacks, Biscuit Jack Enclosures, Patch Panels, Wire Management, Labeling, Terminations and Testing. This scope includes:

- Install, terminate, label & test fifteen (15) CAT6 Outlets for Security Cameras.
- Install, terminate, label & test two (2) CAT6 backbone cables from the Main Distribution Frame (MDF) Office Building to two (2) separate IDF enclosures in the Large U-Shaped Equipment Building.
- Provide and install thirty (30) CAT6 3ft Patch Cables.
- Provide and install (2) separate IDF enclosures in the Large U-Shaped Equipment Building.
- Provide and install approximately one thousand-fifty (1050) feet of 1.5" Rigid Conduit with connecting hardware for horizontal cable runs. Conduit will be properly bonded and grounded to manufacturer and industry standards.
- Provide and install approximately three hundred (300) feet of 3/4" Rigid Conduit with connecting hardware for electrical power to the IDF Cabinets. Conduit will be properly bonded and grounded to manufacturer and industry standards.

2. Installation and Alignment of new Security Cameras – WT will provide, install, align and test 15 new Security Cameras in accordance with the Project Site Map and the instructions given at the mandatory walk through. This scope includes:

- Install, align, test and label fifteen (15) new Security Cameras with connecting brackets and hardware.

3. Demolition of Existing Security Camera System – WT will demolish/remove the existing Security Camera System.

This scope includes:

- Removal of all existing Security Camera System conduit and connecting hardware.
- Removal of all existing Security Camera System cabling and termination hardware.
- Removal and inventory of all existing Security Cameras for turnover to the owner (if required).
- Removal and inventory of all existing Security Camera head-end equipment for turnover to the owner (if required).

**Clause: "Due to Force Majeure COVID-19 Pandemic, rates and lead times are subject to change."*

This proposal is valid for 60 days. Wycliffe reserves the right to modify our pricing if not accepted within 60 days of the proposal submittal date. All cable run distances are based on manufacturer standards as well as industry standards and requirements.

We have not included a bid bond. If a bid bond is required, an additional investment will be necessary.

We have not included a performance and payment bond. If a performance and payment bond is required, an additional investment will be necessary.

We are a minority and woman owned small business. We will be performing 100% of our own work. We can bond up to thirty-five million dollars aggregate

ALL PROJECTS USING AIA BILLING ARE CENTERED AROUND A SCHEDULE OF VALUES AND A PERCENTAGE OF COMPLETION FOR EACH SCHEDULED VALUE. IN ADDITION, WE WILL PROVIDE OUR SCHEDULE OF VALUES AS A SUBMITTAL FOR APPROVAL PRIOR TO ITS USE.

CLARIFICATIONS & ASSUMPTIONS

- ¾" PLYWOOD IS PROVIDED AND INSTALLED BY OTHERS.
- COMM/INT CU SWITCHES, COMM/INT SWITCHES, COMM/IT FO SWITCHES, FIBER/CU CONVERTERS ARE PROVIDED AND INSTALLED BY OTHERS.
- CONFIGURATION OF ANY NETWORK SWITCH IS PROVIDED BY OTHERS.
- WYCLIFFE HAS INCLUDED ONLY RED-LINE DRAWINGS IN THIS PROPOSAL
- ROUGH-IN, BRACING, FRAMING, OR FINISH TRIM CARPENTRY FOR INSTALLATION ARE FURNISHED AND INSTALLED BY OTHERS.
- 110V OR HIGHER ELECTRICAL POWER IN ANY CAPACITY (INCLUDING THE TELECOM CLOSET), OTHER THAN THE IDF ELECTRICAL OUTLETS IN THE SCOPE IS PROVIDED AND INSTALLED BY OTHERS.
- THIS PROPOSAL REFLECTS EACH WORK AREA BEING READY AND AVAILABLE ON THE REQUESTED START DATE FOR IMMEDIATE INSTALL. ANY DELAYS WILL RESULT IN A CHANGE ORDER.
- WYCLIFFE ASSUMES AN ON-SITE, SECURE MATERIALS STORAGE AREA WILL BE PROVIDED BY CLIENT.
- WYCLIFFE HAS MADE PROVISIONS FOR OUR PERSONNEL TO BE ON SITE, WITHOUT INTERRUPTION, FOR THE DURATION OF THE PROJECT (OR PROJECT PHASES). ANY DEVIATION, ACCELERATION OF SCHEDULE OR OVERTIME REQUIREMENTS ARE NOT PART OF THIS SCOPE OF WORK AND MAY REQUIRE ADDITIONAL LABOR HOURS, POSSIBLE ADDITIONAL MATERIALS AND SAFETY EQUIPMENT WHICH WILL NEED TO BE ADDRESSED BY CHANGE ORDER FOR ADDITIONAL CHARGES.
- ANY LABOR OR MATERIALS NOT INCLUDED IN THIS SCOPE OF WORK WILL REQUIRE A CHANGE ORDER.
- PRICES MAY VARY DUE TO THE COMMODITIES MARKET AND PRICES ARE SUBJECT TO CHANGE.
- WYCLIFFE CANNOT BE HELD RESPONSIBLE FOR MANUFACTURER LEAD TIMES, PRICE INCREASES TO FREIGHT OR DELIVERY COSTS AND DELIVERY TIMES.
- ALL MAJOR SHIPPING COMPANIES HAVE ISSUED A WARNING THAT SHIPPING TIMES COULD INCREASE DUE TO COVID AND THE HOLIDAYS.
- IF THERE ARE ANY PROBLEMS WITH THE UNDERGROUND PIPES, USING STANDARD CABLE PULLING PRACTICES, BETWEEN THE 3 BUILDINGS INVOLVED IN THIS PROPOSAL, A CHANGE ORDER WILL BE REQUIRED. NEW UNDERGROUND PIPES MAY NEED TO BE INSTALLED.
- WVDOH IT WILL PROVIDE THE IP ADDRESSES.

Exclusions:

- ANY FINISHES OTHER THAN STANDARD MANUFACTURER FINISHES.
- GPR AND FACILITY X-RAYS (WHICH MAY BE REQUIRED).
- CONCRETE TRENCHES, SAW CUTTING AND/OR CORE DRILLING
- RCDD DESIGN.
- ALL HIGH VOLTAGE WIRING PANELS OR BREAKERS.
- BID BOND OR PAYMENT & PERFORMANCE BOND. ONE OR BOTH CAN BE PROVIDED UPON REQUEST.
- MONITORING SERVICES. THIS SERVICE CAN BE PROVIDED FOR AN ADDITIONAL FEE(S).

PERFORMANCE & DELIVERABLES

Provided By

WT	Material as listed on BOM
WT	Applicable Taxes Included
WT	One Year Warranty on Parts
WT	90 Day Warranty on Labor
WT	Low Voltage Permits
WT	Submittal Drawings
WT	System is Design/Build
Not Provided	Stamped Drawings (Architectural & M/E/P)
WT	System Meets Specifications in the Bid Documents Provided by the Customer
WT	Mounting of Devices
WT	Termination of Devices
WT	Project Management
Not Provided	Payment and Performance Bonds
WT	Installation of Wire and Cable
WT	Installation of Wire Hangers
WT	Installation of Conduit and Boxes
WT	Installation of 110v power to both IDF Enclosures (No other 110v power included)
Not Provided	Specialty Back Boxes
Not Provided	Fire Alarm System Tie In
WT	Aerial Lifts
Not Provided	Fire Stopping (Excluding Existing Penetrations)
Not Provided	Door Hardware
Not Provided	On-Site Lockable Storage Facility
WT	Providing one (1) Server for Security Camera System. (excluding any workstations)
Not Provided	Network Connectivity
Not Provided	IP Addresses (Range)
Not Provided	Basic System Programming (Software Installation, Assign Admin & test functionality).
Not Provided	Advanced System Programming – (Software Installation, Build User Groups, Site Plan, 3 rd Party Integrations, Camera Call Up, Card Holder Database Import)
Not Provided	Software Licensing
WT	As Built Drawings
Not Provided	Operations and Maintenance Manuals
Not Provided	Owner Training
WT	System Commissioning
Not Provided	Billing Requirements Confirmed (AIA)
WT	Furnish Cabling
WT	WT normal hours are Monday through Friday 6:30 AM until 3:30 PM excludes Weekends and Holidays
Not Provided	Working outside of normal business hours
Not Provided	Monitoring Service
Not Provided	Software Maintenance
Not Provided	System Maintenance

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PROJECT INVESTMENT

CCTV System	\$72,336.55
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QTY	Description
4	4MP Outdoor Vandal Dome Network
11	PIPSA - 4K (3840 x 2160) iA H.265
1	I-PRO SR2E2U DUAL XEON OCTA CORE CPU 32GB RAM WINDOWS SERVER STD. OS ON 2x1TB HDD TOTAL STORAGE 24TB (RAID5)
14	BACKBOX BRACKET FOR OUTDOOR BOX CAMERA (GRAY)
1	Pole Mount Adapter (Cool Gray)
1	Rack Mount Bracket
1	20 Full HD Pro-Grade Color Monitor
3	Desktop Switch 8 Gig Ethernet Ports Unmanaged
1	Pole Mount Bracket for Camera

Labor:

QTY	Description
3	Comm-Tech Installation
8	CAD
8	Travel Time
8	Training
16	Systems Acceptance Testing
40	Security Tech Installation

Supplies & Materials:

QTY	Description
1	Trade Permits
80	Project Management
1	Incidentals
118	Meals, Entertainment, Incidentals - Per GSA Area
104	Single Occupancy - Manual input

Equipment Subtotal	\$30,194.92
Labor Subtotal	\$8,225.00
Supplies & Materials Subtotal	\$30,824.66
Freight & Warranty	\$1,207.80
CCTV System Subtotal	\$72,336.55

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Infrastructure	\$112,647.03
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QTY	Description
2000	CAT6 UTP Plenum Cable
3	24 port CAT6 Patch Panels
15	CAT6 Jacks
15	2-port Biscuit Jack Enclosure
34	CAT6 Patch Cables Yellow, 3-ft
2	6U Wall mount Rack Enclosure Cabinet
3	Horizontal Wire Manager
105	1 1/2 Inch Galvanized Conduit (10 ft sticks)
31	Hoffman Enclosure w/Screw, Cover & Gasket
52	1.5-inch 3-piece steel coupling
315	2-hole 1 1/2 Galvanized Pipe Straps
15	1.5 Insulated Ground Bushing
10	Rigid Set Screw Box Connector
3	Grounding Buss Bar
12	Lugs #6
150	#6 AWG Green Stranded Ground Cable
2000	6-strand OS2 Single Mode Outdoor Fiber
4	CCH Pigtailed Splice Cassette6 F, SC APC duplex, Single-mode (OS2), single-fiber (250 um)
3	Fiber Enclosure, Patch Panel Housing, Front Sliding Drawer Access, 1U Rack Unit
4	SM Optical Fiber Transceiver
30	3/4-inch Galvanized Conduit (10 ft sticks)
60	3/4-inch Coupling
3	THHN 12 AWG Electrical Wire (500 ft)
2	20 AMP Single Pole Circuit Breaker
2	20 AMP Commercial Duplex Outlet, White
2	Single Gang Galvanized Electrical Box
2	Stainless Steel 1-Gang Duplex Outlet Wall Plate
9	3/4 Galvanized two-hole Pipe Straps (10 Pack)
6	3/4 Zinc Box Connectors

Labor:

QTY	Description
22	Security Tech Installation
64	Travel Time
73.98	Comm-Tech Installation
533.02	Electrician

Supplies & Materials:

QTY	Description
2	Monthly - 2 Man 45ft Articulating
2	Monthly – 2 Man 34ft
2	Dumpster (1 month)

Equipment Subtotal	\$18,426.94
Labor Subtotal	\$76,295.80
Supplies & Materials Subtotal	\$12,359.54
Freight & Warranty	\$737.07
Infrastructure Subtotal	\$112,647.03

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Sub Core Drills

\$27,772.22

Subcontractor Content:

Description

Access Demolition (Core Drilling)

Sub-Contractor Subtotal	\$27,772.22
Sub Core Drills Subtotal	\$27,772.22

Financial Summary

Purchase Price, Excluding taxes	\$206,043.95
Applicable taxes	\$6,711.85
Purchase Price, Including taxes	\$212,755.80

TERMS & CONDITIONS

TERMS AND CONDITIONS FOR SALES AND SERVICES

In consideration of the mutual promises and covenants hereinafter specified, and for other good and valuable consideration, the parties hereto do, for themselves, their successors and assigns mutually agree as follows:

1. ORDER ACCEPTANCE

These terms and conditions apply to all Customer orders for systems sales and services offered by; Wycliffe Technologies which include, but are not limited to, CCTV, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems. The customer wishes to contract with to provide these products and services on either an "on call" or contract basis to the Customer's various systems.

2. PEVIOUS AND NEW INSTALLATIONS

Customer hereby represents that it has contracted or may contract with for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued services for the above. Upon receipt of a Customer purchase order, a coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services, which could include the installation of new systems or components.

3. DELIVERY OF DIRECT SALE Equipment Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond 's reasonable control.

4. PRICES, PAYMENTS, TAXES; CHARGES

Standard WT's payment terms are as follows:

Except as provided below, all contracted services require payment in full, due upon receipt of invoice.

Installation contracts or services in excess of \$5000 in charges require - A.) 30% down payment. B.) 100% payment of stored materials upon receipt at WT's warehouse. Inspection of billed products by Customer at WT's warehouse will be permitted. C.) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges. D.) Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by are tax exempt. Customer agrees to hold harmless from and to indemnify against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

5. CONSTRUCTION AND REMEDIES

The contract shall be deemed to have been entered into and shall be construed and interpreted in accordance with the UNIFORM COMMERCIAL CODE of the State of Maryland. The illegality of any particular provision or provisions of this agreement shall not affect the remaining obligations of the Customer or of as set forth herein. Waiver by of a breach by customer of any provisions of this agreement shall not be deemed a waiver of future compliance therewith and such provision, as well as other provisions hereunder shall remain in full force and effect. The parties' consent to exclusive jurisdiction as to all disputes between them in the courts of the State of Maryland. Finance charges shall accrue at the rate of 2% per month if not paid when due, or the maximum rates allowed by law. shall recover its courts costs and attorney's fees in enforcing its rights hereunder.

6. INSTALLATION/ SERVICE LABOR

All contract work will be calculated at standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. WT reserves the right to bill for the full charges in excess of the estimate. Time and material services or installation charges will be at 's standard rates in effect as of the date the services are provided. Saturday and overtime rates will

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be charged at time and one-half of 'S standard rates; Sundays and Holidays will be charged at two times 's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

7. WARRANTY

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of Wycliffe.

If at any time, any person, company, or entity other than or an approved agent for provides a connection, addition, or integration to any software or equipment under a warranty, that warranty will be voided and immediately terminated.

WT's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall be liable for consequential, incidental, or special damages. Except as provided herein, makes no warranties or a representation to the Customer, and Customer hereby waives any liability against WT including, but not limited to, claims based on negligent misrepresentation or manufacture. THE FORE GOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

These warranty provisions shall apply only where Purchaser purchased from all the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

DOES NOT WARRANT AND HERE BY EXPRESSLY DISCLAIMS ANY WARRANTY ON COMPONENTS PURCHASED FROM IT WHICH USED IN CONJUNCTION WITH COMPONENTS PURCHASED FROM ANOTHER MANUFACTURER OR SUPPLIER AND SHALL BE UNDER NO OBLIGATION TO PROVIDE EITHER MAINTENANCE, SERVICE OR SUPPORT FOR ANY SUCH SYSTEM.

8. WT (Wycliffe Technologies) IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

IT IS UNDERSTOOD AND AGREED THAT WT IS NOT AN INSURER AND IF INSURANCE IS DESIRED TO PROTECT THE CUSTOMER, IT SHALL BE OBTAINED BY THE CUSTOMER; THAT THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEMS AND SERVICES AS SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED ON THE CUSTOMER'S PREMISES OR THE POTENTIAL LIABILITY OF THE CUSTOMER; THAT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THAT THE SYSTEMS AND SERVICES SUPPLIED WILL A VERT OR PREVENT TO OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED. THE CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT IN ANY MANNER FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF ANY SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO THE CUSTOMER BECAUSE OF THESE AND OTHER CONSIDERATIONS:

- A.) THE UNCERTAIN VALUE OR LIABILITY ISSUES WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT; OR B.) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE OR SECURITY PERSONNEL AS A RESULT OF ANY SIGNAL BEING RECEIVED; OR
- C. THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY 'S FAILURE TO PERFORM OR BY THE SYSTEM'S OR EQUIPMENT'S OPERATION OR FAILURE TO OPERATE, OR
- D. THE NATURE OF THE SYSTEMS AND SERVICES TO BE PERFORMED BY WT, OR
- E. CUSTOMER UNDERSTANDS AND AGREES THAT IF WT SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO A FAILURE OF THE SYSTEMS AND SERVICES OR EQUIPMENT IN ANY RESPECT WHATS OEVER, LIABILITY SHALL BE LIMITED TO TWO HUNDRED FIFTY DOLLARS (\$250.00) AND THIS LIABILITY SHALL BE EXCLUSIVE; AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OF ORIGIN, RESULTS DIRECTLY OR IN DIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS CONTRACT, OR FROM NEGLIGENCE,

ACTIVE OR OTHER WISE, OF WT, ITS AGENTS, ASSIGNS OR EMPLOYEES. IN NO EVENT WILL S3I BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ALL CLAIMS AGAINST WT ARE TO BE MADE WITHIN THREE (3) MONTHS OF THE OCCURRENCE OR THE CUSTOMER'S AWARENESS OF THE OCCURENCE, OR

F.) SPECIAL SYSTEMS SUCH AS INFANT ABDUCTION, WANDERING PATIENTS OR ANY SYSTEM OR PRODUCT IS SOLELY INTENDED TO PROVIDE AN ADDITIONAL SAFEGUARD IN DETECTING WANDERING PATIENTS, ATTEMPTED ABDUCTIONS OF AN INFANT, OR OTHER EVENTS. IN NO WAY DOES WT IMPLY THAT ANY EQUIPMENT MANUFACTURED OR SUPPLIED BY THE MISINFALLIBLE; OR THAT ANY SYSTEM CAN PREVENT OR DETECT ANY CRIMINAL ACT.

9. THIRD PARTY INDEMNIFICATIONS

In the event any person not a party to this Agreement, including, but not limited to the Customer, shall make any claims or file any lawsuit against for any reason related to obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based

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upon alleged intentional conduct, active or passive negligence, strict or product liability or otherwise on the part of , its agents, servants, or employees. If a jury finds liable due to its sole negligence or gross misconduct, the Customer may seek to recover damages from.

10. DISPUTES, MARYLAND LAW

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute, which cannot be so resolved, shall be resolved in either the District Court of Maryland, or (depending upon the amount in controversy) the Circuit Court. Both parties hereby waive their right to a jury trial. This Agreement shall be governed in all respects by the laws of the State of Maryland without regard to conflict of law provisions. If shall substantially prevail in any such court proceeding, shall be entitled to recover from CUSTOMER all of attorney's fees and legal costs.

11. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS WAIVER

This writing is intended by the parties as a final expression of their agreement for all transactions, and as a complete and exclusive statement of the terms thereof and the Customer has read and understands this entire Agreement. This Agreement supersedes all other representatives, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement shall govern all future Customer orders unless the terms herein are expressly varied by such order. This Agreement can only be modified or terminated in writing and signed by the parties or their duly authorized agent. All notices shall be in writing and sent to the address of each party set forth herein or such other address as from time to time either party shall set forth in writing to the other. No wavier of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this Agreement is to be performed in the State of Maryland and shall be governed by the laws if the State of Maryland. Use of any gender shall include all genders and the singular shall include the plural, and vice versa, All titles are for convenience of reference only and shall not limit the provisions hereof.

PROJECT ACCEPTANCE

This information is proprietary and confidential to Wycliffe Enterprises, Inc. doing business as Wycliffe Technologies and is only for the use of the individual or entity to whom it was delivered. No part of this document may be distributed, reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, without permission in writing from Wycliffe Technologies. This document is to be returned to Wycliffe Technologies upon request.

WYCLIFFE TECHNOLOGIES

State of West Virginia

Name: David Fuellhart

Name: Tina Lewis

Signature: *David Fuellhart*

Signature: _____

Title: Estimator

Title: Buyer

Date: December 23, 2020

Date: December 23, 2020

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.

Vanessa Bernot, Contracts and Construction Administrator

(Name, Title)

Vanessa Bernot, Contracts and Construction Administrator

(Printed Name and Title)

1341 Hughes Ford Rd., Ste 101, Frederick, MD 21701

(Address)

301-835-5450

(Phone Number) / (Fax Number)

vbernot@wycliffeinc.com

(E-mail address)

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

Wycliffe Enterprises, Inc. dba Wycliffe Technologies

(Company)

Barbara Wycliffe, CEO

(Authorized Signature) (Representative Name, Title)

Barbara Wycliffe, CEO

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Company

Barbara Wycliffe

Authorized Signature

Date

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