



**State of West Virginia  
Request For Quotation**

**Procurement Folder :412615**

**Document Description :AUDIO VISUAL HARDWARE AND INSTALLATION**

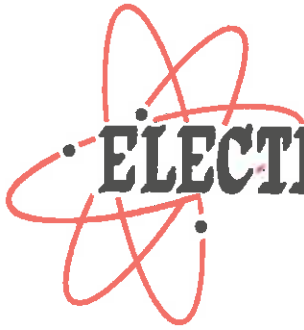
**Procurement Type :Agency Purchase Order**

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-02-16	2018-02-23 13:30:00	ARFQ 0803 DOT1800000037	4	Final

FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	WV 25302	<b>Vendor Name, Address and Telephone</b> Electronic Specialty Company 1325 Dunbar Avenue Dunbar, WV 25034 (304) 766-6277
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**FOR INFORMATION CONTACT THE**  
 Dusty J Smith  
 (304) 558-9398  
 dusty.j.smith@wv.gov

Owen S. Higgins, II, Vice President  
 Signature X *Owen S. Higgins, II* FEIN # 55-0452548 DATE *2-21-18*



# ELECTRONIC SPECIALTY COMPANY

PO Box 400  
1325 Dunbar Ave  
Dunbar, WV 25064  
304-766-6277  
800-642-5500  
304-766-6270 fax

**ARQ5 DOT1800000037**

## **Addendum Number 3 Clarification:**

**Section 3.1.2.4.1 "The audio solution provided by vendor shall project sound from the existing CISCO IP conference Station Model 7936 Conference phone."**

### **ESCOM Response:**

ESCOM will attempt to interface the existing Cisco Audio Conferencing system into the room sound system. This Cisco Model 7936 is not designed to provide sound to an external sound system. It does not contain an audio output jack. A viable replacement system may have to be purchased to allow this application. This purchase will not be the responsibility of ESCOM and would have to be provided by owner.

02/08/2018 - TECHNICAL QUESTIONS ARE DUE BY NOON EASTERN

02/15/18-BID CLOSES AT 1:30PM

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	AUDIO VISUAL HARDWARE	2.00000	EA		\$38,584.88

Commodity Code	Manufacturer	Model #	Specification
86141702			

**Extended Description**

AUDIO VISUAL HARDWARE FOR ROOM 148 AND ROOM 955 ROOMS IN BUILDING 5

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	INSTALLATION OF AUDIO VISUAL EQUIPMENT				\$ 5,800.00

Commodity Code	Manufacturer	Model #	Specification
72151603			

**Extended Description**

INSTALLATION OF AUDIO VISUAL HARDWARE FOR ROOM 148 AND ROOM 955 BUILDING 5

DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	EQUIPMENT EXTENDED WARRANTY	0.00000	EA		\$ 3,200.00

Commodity Code	Manufacturer	Model #	Specification
81111818			

**Extended Description**  
 EXTENDED WARRANTY COVERAGE FOR AUDIO VISUAL HARDWARE ROOM 148 AND 955

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT NOON	2018-02-08

<b>DOT1800000037</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> AUDIO VISUAL HARDWARE AND INSTALLATION	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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

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

Contractor's Name: Electronic Specialty Company

Contractor's License No.: WV-010229

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

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

**3. 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.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV010229

**Classification:**

**ELECTRICAL  
LOW VOLTAGE SYSTEMS  
COMMUNICATION & SOUND**

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

**Date Issued**

**Expiration Date**

**SEPTEMBER 26, 2017**

**SEPTEMBER 26, 2018**

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

Building 5, Room 955  
1900 Kanawha Blvd. East  
Charleston, WV 25305

February 02, 2018 10am

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

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



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

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

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

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### **3A. BID SUBMISSION**

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

SEALED BID: AUDIO VISUAL HARDWARE AND INSTALLATION  
BUYER: DUSTY SMITH  
SOLICITATION NO.: DOT1800000037  
BID OPENING DATE: 2/06/18  
BID OPENING TIME: 1:30PM  
FAX NUMBER: N/A

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

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

**7. 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.

**8. 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.

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

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

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

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access 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 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 removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**13. 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.”

**14. 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.”

**15. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

**2.6. "Award Document"** means the document signed by the Agency 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.

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

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

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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.

**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 and Agency.

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$100,000.00

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

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

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

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

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



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

**10. 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

**11. 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.

**12. 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.

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

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

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

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

**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. 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.

**18. CANCELLATION:** The State 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 Agency 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.

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

**20. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

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

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

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

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

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

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

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.

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

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

**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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

**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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**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.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.



**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.

*Tom Fitzwater Senior A-V Sales Engineer*

(Name, Title)

Tom Fitzwater, Senior A-V Sales Engineer

(Printed Name and Title)

1325 Dunbar Avenue, Dunbar WV 25064

(Address)

(304) 7466-6277 (304) 766-6270

(Phone Number) / (Fax Number)

tom\_fitzwater@electronicspecialty.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.

Electronic Specialty Company

(Company)

*Owen S. Higgins II*

(Authorized Signature) (Representative Name, Title)

Owen S. Higgins, II, Vice President

(Printed Name and Title of Authorized Representative)

2-21-18

(Date)

(304) 766-6277

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.: DOT1800000037**

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

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

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

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

**Electronic Specialty Company**

Company  
Owen S. Higgins, II, Vice President

  
Authorized Signature

2-21-18  
Date

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

**AGENCY SOLICITATION NUMBER – ARFQ DOT1800000037**  
**Addendum Number: 1**

---

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- [ X ] Modify bid opening date and time
- [ ] Modify specification of product or service being sought
- [ x ] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [ x ] Other

**Description of Modification to Solicitation:**

**CHANGE BID OPENING**

**FROM**

**FEBRUARY 6 2018 1:30pm**

**TO**

**FEB 15 2018 AT 1:30PM**

**CHANGE TECHNICAL**

**FROM**

**JANUARY 30, 2018**

**TO**

**FEBRUARY 8, 2018 AT**

**NOON EST**

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

**Terms and Conditions:**

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith.

Date: 02/02/18

**SIGN IN SHEET**

Request for Proposal No. DOT1800000037

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	WVDOT	BUILDING 5	PHONE 304-558-9398 TOLL FREE
Rep:			FAX
Email Address:	DUSTY.J.SMITH@WV.GOV		
Company:	WVDOT	Building 5	PHONE 6-7427 TOLL FREE
Rep:	JEREMY CASIO		FAX
Email Address:	Jeremy.d.casto@wv.gov		
Company:	WVDOT	Bldg 5 Rm 900	PHONE 304-558-9534 TOLL FREE
Rep:	Kristy James		FAX
Email Address:	Kristy.e.james@wv.gov		
Company:	Lee Hartman & Sons, Inc	3 Davis Court	PHONE 304-397-4100 TOLL FREE
Rep:	Larry Cox	Haver's camp way 25526	FAX 304-397-4101
Email Address:	L Cox @ Lee Hartman . com		
Company:	Jeremy Hatfield	400 16th St.	PHONE
Rep:	Newtech Systems, Inc.	Dumber - W.V.	TOLL FREE 304-766-0000
Email Address:	Shat.f.h.c.newtech-sys.com	25064	FAX

**SIGN IN SHEET**

Request for Proposal No. DOT1800000037

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	WVDOT	BUILDING 5	PHONE 304-558-9398
Rep:	<i>Dusty Smith</i>		TOLL FREE
Email Address:	DUSTY.J.SMITH@WV.GOV		FAX
Company:	<i>Electronic Specialty Co</i>	<i>1325 Dunbar Ave</i>	PHONE <i>304-766-6277</i>
Rep:	<i>Tommy's Fitzwater</i>	<i>Dunbar WV 25064</i>	TOLL FREE
Email Address:	<i>tommy@electronicsspecialty.com</i>		FAX <i>304-766-6270</i>
Company:	<i>Pomeroy IT</i>	<i>500 Westmoreland Office Park</i>	PHONE <i>304-382-8021</i>
Rep:	<i>Caleb Hughes</i>	<i>Dunbar, WV 25064</i>	TOLL FREE
Email Address:	<i>caleb.hughes@pomeroy.com</i>		FAX
Company:	<i>Audio Visual Subcontractors Inc</i>	<i>100 Wimbledon Dr</i>	PHONE <i>304-881-8748</i>
Rep:	<i>Spive McConihay</i>	<i>Hurricane, WV 25526</i>	TOLL FREE
Email Address:	<i>skipp@AVSubs.com</i>		FAX
Company:	<i>Advanced Media Installation S</i>	<i>403 27th S</i>	PHONE <i>814-450-0953</i>
Rep:	<i>Corey Jones</i>	<i>Dunbar, WV 25069</i>	TOLL FREE
Email Address:	<i>Cjones@advancedmediaonline.com</i>		FAX

LIFE SAFETY-SECURITY-AV-CCTV-NURSE CALL-QUALITY LOCAL SERVICE  
Tom\_Fitzwater@electronicspecialty.com  
Dunbar, WV 25064  
1325 Dunbar Avenue  
PO Box 400  
Office 304.766.6277  
or 800.642.5500  
Mobile 304.545.1472  
Fax 304.766.6270

SENIOR AUDIO/VIDEO ENGINEER

**TOM FITZWATER**

**ELECTRONIC SPECIALTY COMPANY**



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Professional Audio  
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**Jeremy Hatfield**  
General Manager

420 16th St.  
Dunbar, WV 25064  
Phone: 304-766-0000  
Cell: 304-417-3735  
jhatfield@newtech-sys.com

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**Caleb Hughes**  
Interactive Technology Specialist

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caleb.hughes@pomeroy.com  
www.pomeroy.com

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**LARRY COX**  
Area Manager

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Hurricane, WV 25526

304-397-4100  
Fax 304-397-4101  
Cell 304-545-8701

lcox@leehartman.com

www.leehartman.com

**AGENCY SOLICITATION NUMBER – ARFQ DOT1800000037**  
**Addendum Number: 2**

---

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

**CHANGE BID OPENING**

**FROM**

**FEBRUARY 15 2018 1:30pm**

**TO**

**FEB 22 2018 AT 1:30PM**

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

**Terms and Conditions:**

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith.

**AGENCY SOLICITATION NUMBER – ARFQ DOT1800000037**  
**Addendum Number: 3**

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The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other QUESTIONS AND ANSWERS

**Description of Modification to Solicitation:**

**TO ANSWER THE TECHINCAL QUESTIONS.**

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

**Terms and Conditions:**

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith.



Vendor Questions  
ARQS 0803 DOT 18\*37

Question 1 "Room 955, the specifications say one 75" display (3.1.2.1), but the room size calls for (2) 75" displays this was discussed at the pre-bid meeting are we bidding on 2 displays? or 1?"

Answer 1 *Specification 3.1.2 and 3.1.2.1 will be modified. Two (2) 85 inch wall mounted commercial grade minimum 1080p televisions will be required in room 955. Wall outlets will be installed on the wall where these televisions will be installed.*

**3.1.2 Turn key installation and equipment necessary to provide audio visual equipment for Building 5, Room 955. Equipment must include two (2) 85 inch minimum 1080p television displays with wireless control panel to control connectivity and operation.**

**3.1.2.1 Vendor must provide two (2) 85 inch minimum 1080p televisions.**

Question 2 "If we are bidding on 2 displays, are you wanting the capability to display separate material on either display? or mirroring the information from a single source? Or both?"

Answer 2 *Dual television displays for Room 955 must provide the ability to mirror information provided by a single source and should also allow for a split display. Section 3.1.2.3.4 will be added to clarify this requirement.*

**3.1.2.3.4 Presentation system controller shall provide the ability to mirror information provided by a single source on the two displays. The system controller shall also provide the ability to split the display so that each television is able to present different information.**

Question 3 "surround sound" is used in the specifications, (3.1.2.4 actual "surround sound" is not normally used in commercial applications, but full coverage audio is normally required, meaning minimum variation of db measurement in the immediate coverage area. Your specifications are calling for a "pair of surround sound speakers" a "pair" of speakers will not be sufficient for a room of this size and is not recommended especially for future Video conferencing (3.1.2.5) options. Ceiling speakers are recommended. What is your expectation of this?"

Answer 3 *Ceiling mounted speakers will not be required. The requirement for surround sound will be changed to require the installation of two full coverage sound bars to be mounted near the televisions. In addition, a new section will be added requiring the system to project the sound from the existing Cisco IP Conference Station Model 7936 conference phone.*

**3.1.2.4 The vendor must include (2) two full coverage audio sound bar speakers that are compatible with the display unit described in this section. Speaker sound level and quality must be controlled using the wireless presentation system described in this section.**

**3.1.2.4.1 The audio solution provided by the vendor shall project sound from the existing CISCO IP Conference Station Model 7936 conference phone.**

Vendor Questions  
ARQS 0803 DOT 18\*37

Question 4 Building 5 Room 148 Will a network connection be provided at the wall location behind the television stand by others?

Answer 4 *WV DOT will be providing the network connections required for this project. The installation of networking connections will be discussed during the post award, project kick off discussions.*

Question 5 Will the use of floor duct from the conference table to the television stand be acceptable?

Answer 5 *Floor access is not available in Room 148. Cabling must be contained in the area that the television cart will be located. WV DOT does not plan to move the cart more than six feet from the current position discussed in the Pre-Bid Meeting. This cart will only be turned/adjusted to enhance viewing by those seated at the conference table.*

Question 6 Will you require a touch screen at the table or will the television remote control be acceptable?

Answer 6 *WV DOT will not accept the use of the television remote control to provide the functionality discussed in this RFQ. The vendor shall provide a touch screen presentation controller as discussed in section 3.1.1.2. This section will be modified to require a "touch screen" controller.*

**3.1.1.3 Vendor must provide an Extron or equivalent wireless "touch screen" presentation controller. Controller shall utilize the existing wireless network and must also provide auto switching, auto negotiating and auto discovery of wireless ethernet.**

Question 7 Will a sound bar speaker on the television stand be acceptable in lieu of wall mounted speakers?

Answer 7 *Section 3.1.1.5 will be modified to require the installation of a sound bar with the television display.*

**3.1.1.5 Vendor must include a sound bar that is compatible with the display unit described in this section. Speaker sound level and quality must be controlled using the wireless presentation system controller as described in this section.**

Question 8 Do you want VGA and HDMI jacks on the TV cart in addition to the wireless presentation interface?

Answer 8 *Yes, the cart should include both VGA and HDMI jacks. Section 3.1.1.2 will be modified to include this requirement.*

**3.1.1.2 Vendor must provide a cart/stand to accommodate all equipment described in this section. The cart stand shall be portable and shall include locking casters. The television display shall be attached to the cart. The cart shall also include both VGA**

Vendor Questions  
ARQS 0803 DOT 18\*37

and HDMI jacks. The cart should be tall enough to allow for comfortable viewing while seated at the conference table.

- Question 9      Building 5 Room 955 The 75" Television is not suitable for display in this area, will using dual projection systems be acceptable?
- Answer 9      See response to Question 1.*
- Question 10     Will a combined lectern with integrated equipment rack be acceptable to house the room AV Equipment?
- Answer 10     WVDOT will accept a combined lectern with integrated equipment rack to store the AV equipment. The lectern will not require casters. In addition, section 3.1.2.2 will be modified to include specifications for the lectern.*
- 3.1.2.2 Vendor must provide a wood finish lectern stand to accommodate all equipment described in this section. The lectern shall be a minimum of forty-six (46) inches tall and shall include a locking door for secure equipment storage. The lectern shall be equipped with a gooseneck style microphone and fixed laptop jacks for interfacing.**
- Question 11     Will a third party be responsible for providing electric to the lectern, projectors, and wall screen locations?
- Answer 11     WVDOT will provide electricity to the lectern and television displays. A projector and wall screens will not be required.*
- Question 12     Using a lectern location between the wall screen locations will require a **Floor Penetration** to allow cabling to be ran from the lectern to the projectors, screens, and ceiling speakers. Will this be provided by a third others?
- Answer 12     WVDOT will provide floor access upon request. Projectors, wall screens and ceiling speakers will not be required.*
- Question 13     Is there a path to allow cables to be ran from the lectern under the floor to above the ceilings?
- Answer 13     Room 955 is the only room that has floor and ceiling accessibility.*
- Question 14     Will a network connection be provided to the Lectern location by others?
- Answer 14     WVDOT will provide the network connection upon request.*

Vendor Questions  
ARQS 0803 DOT 18\*37

Question 15 Will you require the Audio Teleconferencing system to be integrated into the room sound system?

Answer 15 See response to Question 3 and new section 3.1.2.4.1.

**3.1.2.4.1 The audio solution provided by the vendor shall project sound from the existing CISCO IP Conference Station Model 7936 conference phone.**

Question 16 If yes to question 7, we will need to add a microphone to the sound system for audience pickup. Is this acceptable?

Answer 16 Separate microphones will not be required for audience pickup. The only required microphone shall be included with the lectern.

Question 17 At the lectern do you prefer a gooseneck fixed style mic or do you prefer a head worn or lapel wireless microphone?

Answer 17 A fixed gooseneck style microphone is required. Lapel wireless microphones will not be needed.

**3.1.2.2 Vendor must provide a wood finish lectern stand to accommodate all equipment described in this section. The lectern shall be a minimum of forty-six (46) inches tall and shall include a locking door for secure equipment storage. The lectern shall be equipped with a gooseneck style microphone and fixed laptop jacks for interfacing.**

Question 18 In addition to the wireless presenter, do you require fixed jacks for laptop interfacing at the lectern?

Answer 18 The lectern shall be equipped with fixed jacks for laptop interfacing. See section 3.1.2.2 listed above.

Question 19 Do you want a document camera included at the lectern?

Answer 19 A document camera is not required for the lectern.

Question 20 Do you want a DVD player included at the lectern?

Answer 20 A DVD player is not required for the lectern.

Question 21 The two wall screens, do you want them below the ceiling grid or do you want them built in above the ceiling?

Answer 21 Wall screens will not be required. The vendor will be required to provide (2) 85 inch television displays as described in sections 3.1.2 and 3.1.2.1.

Vendor Questions  
ARQS 0803 DOT 18\*37

**3.1.2 Turn key installation and equipment necessary to provide audio visual equipment for Building 5, Room 955. Equipment must include dual (2) 85 inch 1080p television displays with wireless control panel to control connectivity and operation.**

**3.1.2.1 Vendor must provide two (2) minimum 85 inch 1080p televisions.**

**Question 22** If you choose to have screens placed above ceiling, who is responsible for customizing the ceiling tiles and grid around the screens?

**Answer 22** *See response to Question 21. Customization of ceiling tiles will not be required.*

**Question 23** Do you want future video conferencing capability built into the system?

**Answer 23** *Section 3.1.2.6 indicates that the system shall be compatible with integration with a video conference system.*

**Question 24** Will you be publishing an addendum with new required specs based upon added scope?

**Answer 24** *The project scope has not been changed. The RFQ will require audio visual system installations in both room 148 and 955. This document addresses the specification modifications.*

**Question 25** Will bid be awarded based upon low bid number only or will overall design be considered?

**Answer 25** *This is a request for quotation, RFQ. Bids will be evaluated on cost not design. The award will be made to the vendor with the lowest bid meeting all the required specifications.*

**Question 26** Since we need to interface to it, we would like clarification on the Manufacturer and Model Number of the Current Telephone in Room 955 the he actual Instrument in the space)

**Answer 26** *Room 955 has a CISCO IP Conference Station Model 7935 conference phone.*

**Question 27** 3.1.1.1 List a 75" Led 4k Television. Could we get a clarification for tis display? Is this a commercial or consumer grade specification? Could we get a bases of design?

**Answer 27** *Section 3.1.1.1 has been modified. See response to Question 1.*

**Question 28** 3.1.1.2 Calls for a cart stand. Could we get a clarification for this item? Is this a Hard mounted cart or just sitting the display on the cart unattached permanently? Are there to be casters added to this cart. Is there shelf mounting in the cart design? Is there height requirements?

**Answer 28** *Section 3.1.1.2 has been modified to include additional cart requirements. The television for room 148 will be permanently located on the cart provided by the vendor. The television shall be*

Vendor Questions  
ARQS 0803 DOT 18\*37

*attached to the cart to provide for stability when the cart is moved. This cart will not be moved more than a few feet.*

*The vendor will not be able to mount anything to the walls in room 148. A shelf mounting is not required.*

**3.1.1.2 Vendor must provide a cart/stand to accommodate all equipment described in this section. The cart stand shall be portable and shall include locking casters. The television display shall be attached to the cart. The cart shall also include both VGA and HDMI jacks. The cart should be tall enough to allow for comfortable viewing while seated at the conference table.**

Question 29      3.1.1.5 Surround sound speakers. In the Pre-Bid meeting the conversation was as such, that we would include a sound bar or audio attached to the 3.1.1.2 cart. Please clarify design?

Answer 29      *Section 3.1.15 will be modified to allow for a sound bar for room 148. The sound bar can be placed on the cart described in section 3.1.1.2.*

**3.1.1.5 Vendor must include a sound bar that is compatible with the display unit described in this section. Sound level and quality must be controlled using the wireless presentation system controller as describe in this section.**

Question 30      3.1.1.6 Please clarify the term compatible with conference system.

Answer 30      *WVDOT would like to be able to utilize the audio visual system with a future video conference system.*

Question 31      3.1.2 Please clarify if this portion will still listed in the scope of work for this bid?

Answer 31      *The scope of this RFQ has not been modified, this project includes room 148 and room 955. Minor modifications have been made to the specifications, as detailed in the responses above.*

Question 32      3.1.2 Is the requirement the same exact parts as listed for 3.1.

Answer 32      *Section 3.1.1 is intended for room 148. This specification has been modified to allow for a 75 inch 1080p cart mounted display. 3.1.2 has been modified to allow for (2) 85 inch 1080p wall mounted displays.*

**3.1.1. Turn key installation and equipment necessary to provide audio visual equipment for Building 5, Room 148. Equipment must include a 75 inch minimum 1080p television display with wireless control panel to control connectivity and operation.**

**3.1.1.1 Vendor must provide a 75 inch minimum 1080p television display.**

**3.1.2 Turn key installation and equipment necessary to provide audio visual equipment for Building 5, Room 955. Equipment must include dual (2) 85 inch minimum 1080p television displays with wireless control panel to control connectivity and operation.**

Vendor Questions  
ARQS 0803 DOT 18\*37

**3.1.2.1 Vendor must provide two (2) two 85 inch minimum 1080p televisions.**

Question 33 During Pre-Bid the requested specifications for RM 955 were determined to be insufficient. How will you determine what is needed for the is room design?

Answer 33 *Specifications for room 955 have been modified in the answers above. Since this room is primarily used by internal personnel, it was determined that two wall mounted 85 inch displays would be sufficient.*

Question 34 3.2.3.6 Requires a 5 Year warranty. Please clarify if this is a complete Labor and Parts warranty or just Labor or just Parts?

Answer 34 *Section 3.2.3.6 will be modified to include parts only warranty coverage.*

**3.2.3.6 Vendor must provide a five-year parts only manufacturer's warranty on all equipment provided in this procurement. During this time, the vendor will be responsible for replacement or repair of equipment that malfunctions or stops working.**

Question 35 Would the supplied TV remote for the television be acceptable for the wireless TV controller?

Answer 36 *See response to Question 6.*

## EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST VARIOUS LOCATIONS IN BUILDING 5			
Item Number	Description	Unit Price	TOTAL
1	3.1.1 Building 5, Room 148		\$10,448.04
3	3.1.3 Building 5 Room 955		\$28,136.84
4	Five Year Manufacturer's Warranty on all equipment listed in the RFQ		\$3,200.00
5	Turn Key Installation for all equipment listed in the RFQ		\$5,800.00
<b>Total</b>			<b>\$47,584.88</b>





PO Box 400  
 1325 Dunbar Ave  
 Dunbar, WV 25064  
 304-766-6277  
 800-642-5500  
 304-766-6270 fax

WV ARFQ DOT1800000037

Quoted Equipment:

Qty.	Brand	Model	Description
<b>Room 148</b>			
1	Crestron	Rmc3	3 Series Room Media Controller
1	Crestron	TST-602-W-S	Wireless 8.7" Table Top Touch Panel
1	Sharp	PN-LE801	80" 4k Television
1	Samsung	HW-M360	Sound Bar Kit
1	Salamander	FPS1XL/FH/GG	Mobile Stand
1	Salamander	FPSA/SBK	Sound Bar Bracket
1	Extron	Sharelink 250 W US	Wireless Collaboration Gateway
<b>Room 955</b>			
1	Middle Atlantic	L5-TURFR-33LDW	L5 Series Frame, Turret Top 33" Wide
1	Middle Atlantic	L5KBB2SETNM	Pre-configured TLAM Native Maple Kit
1	Middle Atlantic	L5-SHOC-XLR-S	Shock mount mic holder
2	Sharp	PN-LE901	90" 4k Television
2	Samsung	HW-M360	Sound Bar Kit
2	Chief	XTM1U-G	Extra Large Tilt Wall Mounts
1	Extron	Sharelink 250 W US	Wireless Collaboration Gateway
1	Crestron	DMPS3-300-C	3 Series Room Media Controller
1	Crestron	TSW-760-B-S	7" Wall Mount Touch Panel
2	Crestron	DM-RMC-4k-100-C-1G-B-T	Wall Plate
1	Extron	60-1399-02	Cable cubby 202US
1	EV	PC-18/XLR	18" Gooseneck Mic
2	Wali	SBR701	Sound Bar Wall Mounts

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Electronic Specialty Company

Authorized Signature: Owen S. Higgins, II, Vice President Date: 2-21-18

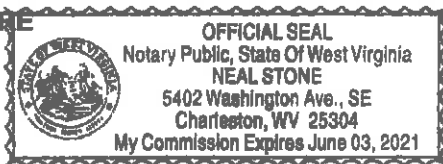
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 21<sup>st</sup> day of February, 2018.

My Commission expires June 3, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

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

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

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

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

Bidder: Electronic Specialty Company

Signed: 

Date: 2-21-18

Title: Owen S. Higgins, II, Vice President

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



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

**STATE OF WEST VIRGINIA,**

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

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

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

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

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

Printed Name: Thomas Epps

Signature:

Title: General Manager

Company Name: Electronic Specialty Company

Date: 2-21-18

Taken, subscribed and sworn to before me this 21<sup>st</sup> day of February, 2018.

By Commission expires June 3, 2021

(Seal)

(Notary Public)





**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: Electronic Specialty Company

Signed: \_\_\_\_\_

Signed: 

Title: \_\_\_\_\_

Title: Owen S. Higgins, II  
Vice President

Date: \_\_\_\_\_

Date: 2-21-17

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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



West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Electronic Specialty Company

Address: 1325 Dunbar Avenue, Dunbar WV 25064

Contracting business entity's authorized agent: Owen S. Higgins, II, Vice President

Address: 1325 Dunbar Avenue, Dunbar WV 25064

Number or title of contract: DOT1800000037

Type or description of contract: Division of Highways Audio Visual Hardware and Installation

Governmental agency awarding contract: Finance & Administration/Division of Highways

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

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

Signature:  Date Signed: 2-21-18

Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Kanawha

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

Taken, sworn to and subscribed before me this 21<sup>st</sup> day of February, 2018.



  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



RECEIVED  
FEB 22 2018  
FINANCE DIVISION  
1:30 PM

RECEIVED  
FEB 22  
FINANCE  
B&I

**ELECTRONIC SPECIALTY COMPANY**  
1325 DUNBAR AVENUE  
DUNBAR, WV 25064  
(304) 766-6277

Finance & Administration  
Division of Highways  
Bldg. 5, RM A-220  
1900 Kanawha Blvd E  
Charleston, WV 25302

SEALED BID: A/V Hardware and Installation  
BUYER: Duety Smith  
SOLICITATION #: DOT1800000037  
BID OPENING DATE: 2/23/18  
BID OPENING TIME: 1:30 p.m.