

Smith, Dusty J

From: All-State Home & Business Solutions <allstatehomesolutions@gmail.com>
Sent: Friday, May 4, 2018 11:08 AM
To: Smith, Dusty J

Dusty,

Attached is our bid I have tried numerous times to submit and site keeps locking up on me.

Thanks,

Terri



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All-State Home & Business Solutions
100 Wimbledon Drive
Hurricane, WV 25526
304-757-6800



State of West Virginia
Request For Quotation

Procurement Folder : 437306

Document Description : AUDIO VISUAL HARDWARE AND INSTALLATION

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-04-27	2018-05-04 11:00:00	ARFQ 0803 DOT1800000052	2	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	Vendor Name, Address and Telephone Audio Visual Subcontractors, Inc. 101 Wimbledon Dr. Hurricane, WV 25526

FOR INFORMATION CONTACT THE

Dusty J Smith
(304) 558-9398
dusty.j.smith@wv.gov

Signature X

FEIN # 81-3426232

DATE 5/4/18

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

ADDITIONAL INFORMATION:

04/26/2018 - TECHNICAL QUESTIONS ARE DUE BY NOON EASTERN

04/30/18-BID CLOSES AT 1:30PM

INVOICE TO		SHIP TO	
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	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	AUDIO VISUAL HARDWARE	2.00000	EA		10,925.-

Commodity Code	Manufacturer	Model #	Specification
86141702			

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

INVOICE TO		SHIP TO	
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	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	AUDIO VISUAL INSTALLATION				16,960

Commodity Code	Manufacturer	Model #	Specification
72151603			

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

INVOICE TO		SHIP TO	
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	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	EQUIPMENT EXTENDED WARRANTY	0.00000	EA		2000.-

Commodity Code	Manufacturer	Model #	Specification
81111818			

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	technical questions due	2018-04-26
2	BID OPENING 11AM	2018-05-04

DOT1800000052	Document Phase Final	Document Description AUDIO VISUAL HARDWARE AND INSTALLATION	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Request For Quotation

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Date issued	Solicitation Closes	Solicitation No	Version	Phase
2018-04-18	2018-04-30 11:00:00	ARFQ 0803 DOT1800000052	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone Audio Visual Subcontractors, Inc 101 Wimbledon Dr. Hurricane, WV 25526

FOR INFORMATION CONTACT THE

Dusty J Smith
(304) 558-9398
dusty.j.smith@wv.gov

Signature X  FEIN # 81-3426232 DATE 5/4/18

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

Date Printed : Apr 18, 2018 Solicitation Number : DOT1800000052

Page : 1

FORM ID : WV-PRC-ARFQ-001

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:

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.

Revised 01/11/2018

SIGN IN SHEET

Request for Proposal No. DOT1800000037

PLEASE PRINT

Page ____ of ____

Date: 02/02/18

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: WVDOT Rep: <u>Dusty Smith</u> Email Address: DUSTY.J.SMITH@WV.GOV	BUILDING 5	PHONE 304-558-8398 TOLL FREE FAX
Company: <u>Electronic Specialty Co</u> Rep: <u>Thomas Fitzwater</u> Email Address: <u>thomas@electronic-specialty.com</u>	<u>1325 Dunbar Ave</u> <u>Dunbar WV 25064</u>	PHONE <u>304-766-6277</u> TOLL FREE FAX <u>304-766-6270</u>
Company: <u>Pomeroy IT</u> Rep: <u>Caldo Hughes</u> Email Address: <u>caldo.hughes@pomeroy.com</u>	<u>500 Westmontland Office Park</u> <u>Dunbar, WV 25064</u>	PHONE <u>304-382-8021</u> TOLL FREE FAX
Company: <u>Audio Visual Subcontractors Inc</u> Rep: <u>Steve McConihay</u> Email Address: <u>Steve@AVSubs.com</u>	<u>100 Wimbledon Dr.</u> <u>Hurricane, WV 25526</u>	PHONE <u>304-881-8748</u> TOLL FREE FAX
Company: <u>Advanced Media Installation S</u> Rep: <u>Corey Jones</u> Email Address: <u>Cjones@advancedmediaonline.com</u>	<u>403 27th S</u> <u>Dunbar, WV 25069</u>	PHONE <u>814-450-0953</u> TOLL FREE FAX

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.

Revised 01/11/2018

WV-10
Approved / Revised
09/15/17

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.

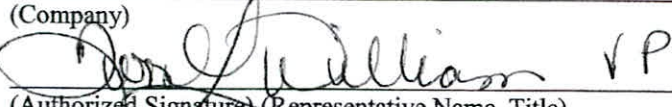
Bidder: Audio Visual Subcontractors Inc Signed: [Signature]
Date: 5/4/18 Title: VP

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

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.


 (Name, Title)
Terri Williams VP
 (Printed Name and Title)
101 Wimbledon Dr.
 (Address)
Hurricane WV 25526
 (Phone Number) / (Fax Number)
terri@avsubs.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.

Audio Visual Subcontractors, Inc.
 (Company)
 VP
 (Authorized Signature) (Representative Name, Title)
Terri Williams
 (Printed Name and Title of Authorized Representative)
5/4/18
 (Date)
304-397-7022 304-757-6570
 (Phone Number) (Fax Number)

Revised 01/11/2018

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:


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

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

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

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

Audio Visual Subcontractors, Inc.
Company


Authorized Signature

5/4/18
Date

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

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids for a one-time purchase audio visual equipment for multiple conference rooms within Building 5. This equipment will be utilized to connect laptop or tablet computers using multiple standard display ports (including HDMI, DVI and VGA) for conducting audio visual presentations which incorporate both Windows PowerPoints, high definition videos with sound amplification. This is a request for a turn-key solution for the purchase of equipment, installation, acceptance and training.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means components provided by a qualified manufacturer that is authorized to sell, install and service the equipment more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“DM”** stands for digital media.
 - 2.5 **“DVI-D”** stands for digital visual interface.
 - 2.6 **“HDMI”** stands high definition media interface.
 - 2.7 **“SDRAM”** stands for synchronous dynamic random access memory.
 - 2.8 **“MBPS”** stands for megabytes per second.
 - 2.9 **“RGB”** stands for red, green, blue.
 - 2.10 **“RGBHV”** stands for red, green, blue, horizontal synch vertical synch.
 - 2.11 **“RBSB”** stands for red, green, synch blue.

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

- 2.12 “YPBPR” is an analog color space used in video electronics, in particular in reference to component video cables.
- 2.13 “S-VIDEO” is a signaling standard for standard definition video, typically 480i or 576i.
- 2.14 “NTSC” means national television system committee.
- 2.15 “PAL” is a color encoding system for analog television used in broadcast television systems.
- 2.16 “WVGA” means wide video graphics array.
- 2.17 “EMI” means electromagnetic interface.
3. GENERAL REQUIREMENTS:
- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
- 3.1.1 **Turn Key installation and equipment necessary to provide audio visual equipment for Building 5, Room 148. Equipment must include a minimum 70 inch LED Ultra 4K HD television with equipment to control connectivity and operation.**
- 3.1.1.1 Vendor must provide a minimum 70 inch LED Ultra 4K television.
- 3.1.1.2 Vendor must provide a cart stand to accommodate all equipment described in this section.
- 3.1.1.3 Vendor must provide a system controller that will allow users to control the operation of the television as well as connecting various devices for input/display on the television.
- 3.1.1.3.1 Presentation system controller must provide all the connections required to connect a laptop and/or tablet PC using HDMI or DVI connection without requiring the installation of specialized computer software or drivers.

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

- 3.1.1.4** Presentation system controller must include an easy to use graphic based interface that allows the user to control volume and switch between input types such as cable, HDMI or DVI inputs.
- 3.1.1.5** Presentation system controller shall be compatible with video conference system integration.
- 3.1.1.6** Vendor shall include all costs associated with the equipment outlined in this section, as well as component pricing and turn key installation pricing. Costs shall be detailed in Exhibit A, Pricing Page.
- 3.1.2 Turn key installation and equipment necessary to provide audio visual equipment for Building 5, Room 955 Equipment must include a laser projector with fixed drop screen and equipment necessary to control connectivity and operation.**
- 3.1.2.1** Vendor must provide a laser projector with fixed drop screen.
- 3.1.2.2** Vendor must provide a podium and hardware necessary to accommodate all equipment described in this section. Podium must be equipment with a podium microphone for in room reinforcements.
- 3.1.2.3** Vendor must provide ceiling mounted microphones for far end conferencing.
- 3.1.2.4** Vendor must provide a touch screen hardwired presentation system controller that shall utilize the existing network and must provide auto switching, auto negotiating, auto discovery of wireless ethernet.
- 3.1.2.4.1** Presentation system must have HDMI with deep Color DVI and Dual Mode display port compatible, RGB/VGA components, S-Video composite NTSC and PAL input signal types.

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

- 3.1.2.4.2 Presentation system controller must be either wall mounted or accessible from a conference table.
- 3.1.2.4.3 Presentation system must provide all the connections required to connect a laptop and our tablet using HDMI or DVI connection without requiring the installation of specialized computer software or drivers.
- 3.1.2.5 Vendor must include surround sound 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 as described in this section.
- 3.1.2.6 Presentation system shall be compatible with integration with a video conference system.
- 3.1.2.7 Vendor must include installation which includes testing and hardware/components required to provide full functionality of the presentation system.
- 3.1.2.8 Vendor shall include all costs associated with the equipment outlined in this section, as well as component pricing and turn key installation pricing. Costs shall be detailed in Exhibit A, Pricing Page.

3.2 Installation, Acceptance, Testing, Training and Warranty

- 3.2.1 This procurement includes two conference rooms located in the Department of Transportation Headquarters Building located in Charleston, WV. Each vendor will be provided with an opportunity during a mandatory pre-bid meeting to tour the meeting rooms to obtain room configuration, measurements and other details required to determine installation needs.
- 3.2.2 Vendor must design a high quality, professional audio visual presentation system that is tailored to meet the needs of each room listed in this request.

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

- 3.2.3** Vendor must have a minimum of five years of experience in the design, installation of presentation systems. Vendor must also include references for three systems that have been installed within the last five years.
- 3.2.3.1** Vendor must provide pricing in Exhibit A Pricing Page per conference which includes all components, hardware and installation required to install equipment for each location.
- 3.2.3.2** Vendor must conduct end user acceptance and training for equipment located in each location as described in this RFQ.
- 3.2.3.3** The vendor will be required to conduct a walk-through session with Agency representatives prior to project completion. During this walk through, the vendor will demonstrate the functionality of the system provided. Any deficiencies in the installation and equipment operation will be documented by the agency and will be corrected by the vendor.
- 3.2.3.4** Vendor will conduct one training sessions that outlines the operation of the equipment being provided. Each training session will include no more than (10) ten participated. The vendor will also be required to provide a quick reference guide which outlines the process for utilizing the presentation system.
- 3.2.3.5** Vendor will be required to provide onsite training for the operation of equipment in each room. Training will be conducted for approximately 5 people.
- 3.2.3.5.1** Vendor must provide training documentation that explains step-by-step the process required for an end user to

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

connect and utilize the audio-visual
presentation system.

3.2.3.6 Vendor must provide a five year manufacturer's warranty on all equipment provided in this procurement. During this time, the vendor will be responsible to replace or repair equipment that malfunctions or stops working.

3.2.3.7 Installation and training shall be coordinated with the WVDOT representative assigned to manage this project. Specific contact information will be provided upon award.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by completely Exhibit A, Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver, install and conduct training of the Contract Items within ninety (90) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency 1900 Kanawha Blvd East, Building 5, Charleston WV 25305.

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

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

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

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

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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REQUEST FOR QUOTATION
Audio Visual Equipment, Installation & Training Building 5

- 7.1 The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

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WV-96A

AGREEMENT ADDENDUM

Rev. 5/16

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.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services 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 LIMITATIONS** – 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 is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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 references to automatic renewal is hereby 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.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____
 Signed: _____
 Title: _____
 Date: _____

VENDOR

Company Name: Audio Visual Subcontractors, Inc.
 Signed: [Signature]
 Title: VP
 Date: 5/4/18

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: Audio Visual Subcontractors, Inc.

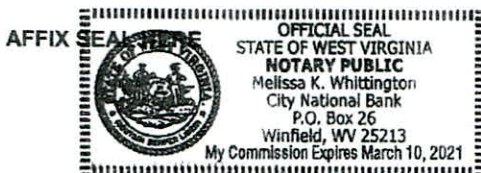
Authorized Signature: [Signature] Date: 5/4/18

State of West Virginia

County of Pitman, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2018.

My Commission expires March 10, 2021.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Audio Visual Subcontractors, Inc.

Address: 101 Wimbledon Dr., Hurricane WV 25526

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: ARFQ DOT 18000052

Type or description of contract: Audio Visual

Governmental agency awarding contract: _____

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

Signature: [Handwritten Signature] Date Signed: 5/4/17

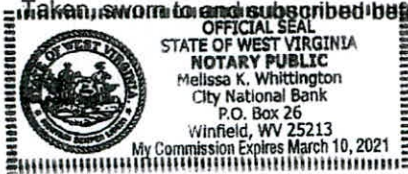
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Putnam:

I, Terri Williams, 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 4th day of May, 2018.



[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Audio Visual Subcontractors, Inc.

100 Wimbledon Drive
Hurricane, WV 25526
304-397-7022
avsubs.com

Phone # 304-397-7022

terri@avsubs.com
avsubs.com

Estimate

Date	Estimate #
5/4/2018	101219

Name / Address
Divisions of Motor Vehicles 1900 Kanawha Blvd Bldg 5 Charleston, WV 25305

Project

Description	Qty	Rate	Total
Project Installation Room 148	1	10,925.00	10,925.00
Project Installation Room 955	1	16,960.00	16,960.00
Project Installation Warranty	1	2,000.00	2,000.00
Total			\$29,885.00

AGENCY SOLICITATION NUMBER – ARFQ DOT180000052
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:

- 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 To answer questions

Description of Modification to Solicitation:

Modified the bid opening From 04/30/2018 11:00am

To 05/04/2018 11:00am

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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. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing