



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1270578			Reason for Modification:
Doc Description: PO#012403910 WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-25	2023-09-14 14:30	ARFQ 0803 DOT2400000010	1

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address : PO Box 400

Street : 1325 Dunbar Avenue

City : Dunbar

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

Principal Contact : Shane Higgins

Vendor Contact Phone: 304.766.6277 **Extension:**

SEP 19 '23 PM 2:02
REC'D BUDGET - PROCURE

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  **FEIN#** 55-0452548 **DATE** 9-19-23

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY ONE TIME PURCHASE CONTRACT FOR THE INSTALLATION AND PURCHASE AND INSTALLATION OF A DISTRICT1 BOONE COUNTY SECURITY SYSTEM VARIOUS LOCATIONS PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@wv.gov PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION

THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WWSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boone County Headquarters Security System	1.00000	LS	6,798.00	6,798.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:
Boone County Headquarters
203 Garage Rd,
Danville WV 25053

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boone County Seth Office Security system	1.00000	LS	6,175.00	6,175.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:
Boone County Seth Satellite Garage Office Security system
9288 Coal River Road,
Seth WV, 25181

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Boone County Clinton Office Security system	1.00000	LS	4,935.00	4,935.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:
Boone County Clinton Satellite Garage Office Security system
108 Cow Creek Road,
Wharton WV, 25208

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

	Document Phase	Document Description	Page
DOT2400000010	Final	PO#012403910 WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

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

First address is	Second	Third
BOONE County Headquarters 203 Garage Rd Danville WV 25053 at 10am	Seth Satellite 9288 Coal River Road, Seth WV, 25181 around 11:30am	Clinton Satellite 108 Cow Creek Road, Wharton WV, 25208 about 1:30pm

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

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

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

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

Revised 8/24/2023

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

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

Question Submission Deadline: September 11, 2023 due by 10am

Submit Questions to:

Jerry Rush

Email: jerry.d.rush@wv.gov

4. 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.

4A. 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: Boone County Security Systems

BUYER: Jerry Rush

SOLICITATION NO.: ARFQ DOT2400000010

BID OPENING DATE: September 14th, 2023

BID OPENING TIME: 2:30pm

FAX NUMBER: 3045580047

5. 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.

Revised 8/24/2023

6. 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.

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

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

8. 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.

9. 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.

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

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

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

13. 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.

14. 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.”

15. 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.”

16. 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 an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency 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 the initial contract term extends until _____.

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.

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: 1,000,000 _____ per
occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not
required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

30. 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.

31. 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.

32. 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.

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

34. 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.

35. 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.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

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

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

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

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

40. 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.

41. 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.

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. **BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000:

BID BOND: Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.

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

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

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

5. 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.

6. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

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.

Shane Higgins, President

(Printed Name and Title)

1325 Dunbar Avenue, Dunbar WV 25064

(Address)

304.766.6277 304.766.6270

(Phone Number) / (Fax Number)

shane@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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law, that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Electronic Specialty Company

(Company)

(Signature of Authorized Representative)

Owen S. Higgins, II, President

(Printed Name and Title of Authorized Representative)

(Date)

304.766.6277 304.766.6270

(Phone Number) (Fax Number)

Revised 8/24/2023

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation FOR 0103
BOONE COUNTY VARIOUS LOCATIONS.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways 1340 Smith St. Charleston WV, 25301 to establish a contract for the one-time purchase of security systems with installation for various locations for 0103 Boone Co.
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 as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages for a security system 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.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1.1 Three security systems with equipment and labor.
 - 3.1.1.2 Installation of hard drive storage, 5mp white light cameras, power supply, monitors, lock box, and networking.
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

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation FOR 0103
BOONE COUNTY VARIOUS LOCATIONS.

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 unit cost and final cost. 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.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOH Dist. 1 Boone Co. Headquarters 203 DOH Garage Road, Danville WV 25053.
- 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.

REQUEST FOR QUOTATION
**PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation FOR 0103
BOONE COUNTY VARIOUS LOCATIONS.**

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:

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.

Exhibit A

Item	Item Description	Unit Price	Quantity	unit of Measure	Extended Price
1	BOONE County Hadquarter	\$6,798.00	1	lump sum	\$6,798.00
2	Seth Satellite Office	\$6,175.00	1	lump sum	\$6,175.00
3	Clinton Satellite Office	\$4,935.00	1	lump sum	\$4,935.00

Annual Fee of \$240.00 per location for monitoring, first year included in above price



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1270578			Reason for Modification:
Doc Description: ADDENDUM 1-WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC			Addendum No. 01
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-07	2023-09-14 14:30	ARFQ 0803 DOT2400000010	2

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address :

Street : 1325 Dunbar Avenue

City : Dunbar

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

Principal Contact : Shane Higgins

Vendor Contact Phone: 304.766.6277 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  **FEIN#** 55-0452548 **DATE** 9-19-23

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reasons:

- 1. To attach the pre-bid sign in sheet.

No other changes

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boone County Headquarters Security System	1.00000	LS	6,798.00	6,798.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Headquarters
203 Garage Rd,
Danville WV 25053

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boone County Seth Office Security system	1.00000	LS	6,175.00	6,175.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Seth Satellite Garage Office Security system
9288 Coal River Road,
Seth WV, 25181

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Boone County Clinton Office Security system	1.00000	LS	4,935.00	4,935.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Clinton Satellite Garage Office Security system
108 Cow Creek Road,
Wharton WV, 25208

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

	Document Phase	Document Description	Page 4
DOT2400000010	Final	ADDENDUM 1-WDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1270578		Reason for Modification: Addendum No. 01	
Doc Description: ADDENDUM 1-WWDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-07	2023-09-14 14:30	ARFQ 0803 DOT2400000010	2

BID RECEIVING LOCATION

BUDGET&PROCUREMENT
DIVISION OF HIGHWAYS
BLDG 5, RM A-317
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address:

Street: 1325 Dunbar Avenue

City: Dunbar

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

Principal Contact : Shane Higgins

Vendor Contact Phone: 304.766.6277 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Jerry D Rush
304-414-6683
jerry.d.rush@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  **FEIN#** 55-0452548 **DATE** 9-19-23

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reasons:

1. To attach the pre-bid sign in sheet.

No other changes

INVOICE TO		IsHIPTO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boone County Headquarters Security System	1.00000	LS	6,798.00	6,798.00

Comm Code	Manufacturer	Specification	Model#
92121701			

Extended Description:
 Boone County Headquarters
 203 Garage Rd,
 Danville WV 25053

INVOICETO		jSHIPTO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boone County Seth Office Security system	1.00000	LS	6,175.00	6,175.00

Comm Code	Manufacturer	Specification	Model#
92121701			

Extended Description:
 Boone County Seth Satellite Garage Office Security system
 9288 Coal River Road,
 Seth WV, 25181

11NVOICETO

DIVISION OF HIGHWAYS
 DISTRICT ONE HQ
 1340 SMITH ST
 CHARLESTON
 US

WW

1sHIPTO

DIVISION OF HIGHWAYS
 DISTRICT ONE HQ
 1340 SMITH ST
 CHARLESTON
 US

WW

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Boone County Clinton Office Security system	1.00000	LS	4,935.00	4,935.00

Comm Code	Manufacturer	Specification	Model#
92121701			

Extended Description:

Boone County Clinton Satellite Garage Office Security system
 108 Cow Creek Road,
 Wharton WW, 25208

1sSCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

SOLICITATION NUMBER: ARFQ DOT2400000010

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 is issued for the following reason:

1. To attach pre-bid sign in sheet.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DOT2400000010

Date of Pre-Bid Meeting: 09/06/2023

Location of Prebid Meeting: WVDOT-Boone Co. HQ

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Camel Technologies	Jeff Scarborough	1326 Ohio Ave. Dunbar, WV 25743	304-776-8063	304-776-8095	service@camel technologies.com
ADVANTAGE TECHNOLOGY	John Goff	950 Kirtland Blvd Charlottesville, VA 22901	304-342-0796		SHUFFLE ADVANTAGE.TECH
Pillar Innovations	Bryan Monk	239 Carrier Way Scott Depot WV 25560	304-491-7890		Bryan Monk@PillarInnovations
Pillar Innovation	Amy Hensen	239 Carrier Way Scott Depot WV 25560	304-400-9858		amyhensen@pillar innovations.com
Electronic Specialty Company	Travis Adams	1325 Dunbar Ave Dunbar WV 25803	304 741 2182		Travis@Electronic Specialty.com
Johnson Controls	Eli Hensel	108 Craiblock Way #7 Parr, WV	304-654- 5374		Eli.Hensel@jci.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DOT2400000010

Date of Pre-Bid Meeting: 09/06/2023

Location of Prebid Meeting: WDOH-Boone Co. HQ

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
DOH	AJ Manns		304-369-7808		
DOH	Mike Stowers		↕		Michael.J.Stowers@wv.gov
DOH	Nick Weaver		↕		
DOH	Sey Thompson		304-205-6981		
Advantage Tech	Patrick Marozzi	950 Kanawha Blvd E. Charleston, WV 25301	304-848-3157		Patrick.marozzi@advantage-tech.com
WV DOTA	Jerry Rush	1900 Kanawha Blvd Buildings - Room A-317 Charleston, WV 25305	304-414-6883		Jerry.D.Rush@wvdot.gov

*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: ARFQ DOT2400000010

Date of Pre-Bid Meeting: 09/06/2023

Location of Prebid Meeting: WVDOT-Boone Co. HQ

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting. Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid. For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
wvDot	Doug Browne	1340 Smith St chas	304 383-5611		Douglas.Brown@wvdot.gov
NEWTECH	ANDY ANGELL	420 167th StE DUNBAR	304-539-6920	304-766-0003	angy@ellenewtech.com
Carboms Sec. 2.	Chris Bragg	1004 Rose Dale Dr. S.W. Athens, WV 26101	304-416-0348		CHRIS.BRAGG@CARBOMSSYSTEMS.COM

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2400000010

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Electronic Specialty Company

Company

Owen S. Higgins, II, President

Authorized Signature

Date

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



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1270578		Reason for Modification:	
Doc Description: ADDENDUM 2-WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC		Addendum 2	
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-14	2023-09-14 14:30	ARFQ 0803 DOT2400000010	3

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address :

Street : 1325 Dunbar Avenue

City : Dunbar

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

Principal Contact : Shane Higgins

Vendor Contact Phone: 304.766.6277 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  **FEIN#** 55-0452548 **DATE** 9-19-23

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

Date Printed: Sep 14, 2023 Page 1 FORM ID: WV-PRC-ARFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum 2 is issued for the following reasons:

- 1. Modify bid opening date to 09/19/2023
- 2. To attach revised specifications
- 3. Attachment of vendor questions and responses

No other changes

No other changes

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON WV		CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boone County Headquarters Security System	1.00000	LS	6,798.00	6,798.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Headquarters
203 Garage Rd,
Danville WV 25053

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boone County Seth Office Security system	1.00000	LS	6,175.00	6,175.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Seth Satellite Garage Office Security system
 9288 Coal River Road,
 Seth WV, 25181

INVOICE TO			SHIP TO		
DIVISION OF HIGHWAYS			DIVISION OF HIGHWAYS		
DISTRICT ONE HQ			DISTRICT ONE HQ		
1340 SMITH ST			1340 SMITH ST		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Boone County Clinton Office Security system	1.00000	LS	4,935.00	4,935.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Clinton Satellite Garage Office Security system
 108 Cow Creek Road,
 Wharton WV, 25208

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

	Document Phase	Document Description	Page
DOT240000010	Final	ADDENDUM 2-WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1270578			Reason for Modification: Addendum 2 to modify bid close date
Doc Description: ADDENDUM 2-WWDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-14	2023-09-19 14:30	ARFQ 0803 DOT2400000010	4

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000200878

Vendor Name : Electronic Specialty Company

Address :

Street : 1325 Dunbar Avenue

City : Dunbar


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

Principal Contact : Shane Higgins

Vendor Contact Phone: 304.766.6277 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Owen S. Higgins, II, President

Vendor Signature X  **FEIN#** 55-0452548 **DATE** 9-19-23

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

ADDITIONAL INFORMATION

Addendum 2 is issued for the following reasons:

1. Modify bid opening date to 09/19/2023
2. To attach revised specifications
3. Attachment of vendor questions and responses

No other changes

No other changes

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Boone County Headquarters Security System	1.00000	LS	6,798.00	6,798.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:
 Boone County Headquarters
 203 Garage Rd,
 Danville WV 25053

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Boone County Seth Office Security system	1.00000	LS	6,175.00	6,175.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Seth Satellite Garage Office Security system
 9288 Coal River Road,
 Seth WV, 25181

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
DISTRICT ONE HQ		DISTRICT ONE HQ	
1340 SMITH ST		1340 SMITH ST	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Boone County Clinton Office Security system	1.00000	LS	4,935.00	4,935.00

Comm Code	Manufacturer	Specification	Model #
92121701			

Extended Description:

Boone County Clinton Satellite Garage Office Security system
 108 Cow Creek Road,
 Wharton WV, 25208

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID AT 10AM	2023-09-06
2	TECHINCAL QUESTIONS DUE AT 10AM	2023-09-11

	Document Phase	Document Description	Page
DOT2400000010	Final	ADDENDUM 2-WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DOT2400000010
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 is issued for the following reason:

1. Modify bid opening date to 09/19/2023
2. To attach revised specifications
3. Attachment of vendor questions and responses

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Revised 6/8/2012

Technical Questions and Agency Answers

ARFQ DOT2400000010

WVDOH DIST 1 BOONE CO. SECURITY SYSTEM VAR. LOC

Technical Question (1): It was said at the pre-bid meeting that an intrusion detection system was wanted with monitoring for all three locations. Is this still correct?

Agency Answer (1): Yes, please see revised specification issued in addendum 2

Technical Question (2): Can you provide the count of exterior man doors and Overhead doors for the three locations?

Agency Answer (2): Yes, please see revised specification issued in addendum 2

Technical Question (3) Are you requiring a NDAA Compliant Camera system to keep in compliance with the federal government?

Agency Answer (3): Yes, please see revised specification issued in addendum 2

Technical Question (4) From what I was following you are asking for Cameras to monitor the exterior of the building for intrusion, The Fuel Pumps, and Maintenance shops with tools? Are these counts accurate?

- i. Headquarters would require 5 Cameras?
- ii. Seth Would Require 4 Cameras?
- iii. Clinton Would Require 2 Cameras?

Agency Answer (4): Yes, please see revised specification issued in addendum 2

Technical Question (5) How many days of recorded footage are you requiring? Are you wanting 24/7 Recording? Or Record on motion only?

Agency Answer (5): Yes, please see revised specification issued in addendum 2

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARJOUS LOCATIONS.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways 1340 Smith St. Charleston WV, 25301 to establish a contract for the one-time purchase of security systems with installation for various locations for 0103 Boone Co.
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.
 - 21 "Contract Item" means as more fully described by these specifications.
 - 22 "Pricing Page" means the pages for a security system contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 23 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Security System-WVDOH Boone County Headquarters, 203 Garage Rd, Danville WV 25053**
 - 3.J.I.1 Installation of hard drive storage unit.
 - 3.J.I.2 The system must be set to record twenty (24) hours per day and seven days per week.
 - 3.1.1.3 The system must have the capability to store a minimum of thirty (30) days of recorded surveillance.
 - 3.1.1.4 System must be National Defense Authorization Act (NOAA) compliant.

REQUEST FOR QUOTATION
**PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARIOUS LOCATIONS.**

- 3.J.1.5 Installation of five (5) white light cameras
- 3.1.1.6 White light cameras must be a minimum of five (5) megapixels.
- 3.1.1.7 Installation of intrusion detection system for five (5) standard entry doors and six (6) garage bay doors.
- 3.1.1.8 Vendor must supply power supply, monitors, lock box, and networking.
- 3.1.1.9 No pre-existing components or wiring may be used during installation.
- 3.1.1.10 Vendor is responsible for providing all material and labor necessary to complete the project.
- 3.1.2 **Security System-WVDOH Boone County-Seth Satellite, 9288 Coal River Road, Seth WV, 25181**
 - 3.1.2.1 Installation of hard drive storage unit.
 - 3.1.2.2 The system must be set to record twenty-four (24) hours per day and seven days per week.
 - 3.1.2.3 The system must have the capability to store a minimum of thirty (30) days of recorded surveillance.
 - 3.1.2.4 System must be National Defense Authorization Act (NDAA) compliant.
 - 3.1.2.5 Installation of four (4) white light cameras
 - 3.1.2.6 White light cameras must be a minimum of five (5) megapixels.

REQUEST FOR QUOTATION
**PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARIOUS LOCATIONS.**

- 3.1.2.7 Installation of intrusion detection system for two (2) standard entry doors.
 - 3.1.2.8 Vendor must supply power supply, monitors, lock box, and networking.
 - 3.1.2.9 No pre-existing components or wiring may be used during installation.
 - 3.1.2.10 Vendor is responsible for providing all material and labor necessary to complete the project.
- 3.1.3 Security System-WVDOH Boone County-Clinton Satellite, 108 Cow Creek Road, Wharton WV, 25208,**
- 3.1.3.1 Installation of hard drive storage unit.
 - 3.1.3.2 The system must be set to record twenty-four (24) hours per day and seven days per week.
 - 3.1.3.3 The system must have the capability to store a minimum of thirty (30) days of recorded surveillance.
 - 3.1.3.4 System must be National Defense Authorization Act (NOAA) compliant.
 - 3.1.3.5 Installation of two (2) white light cameras
 - 3.1.3.6 White light cameras must be a minimum of five (5) megapixels.
 - 3.1.3.7 Installation of intrusion detection system for two (2) standard entry doors and three (3) garage bay doors.
 - 3.1.3.8 Vendor must supply power supply, monitors, lock box, and networking.

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARIOUS LOCATIONS.

3.1.3.9 No pre-existing components or wiring may be used during installation.

3.1.3.10 Vendor is responsible for providing all material and labor necessary to complete the project.

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 unit cost and final cost. 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.

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARIOUS LOCATIONS.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOH

WVDOH Boone County Headquarters
203 Garage Rd
Danville WV 25053

WVDOH Boone County-Seth Satellite,
9288 Coal River Road
Seth WV, 25181

WVDOH Boone County-Clinton Satellite
108 Cow Creek Road
Wharton WV, 25208,

- 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.
- 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 pennit 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

REQUEST FOR QUOTATION
PO#012403910 WVDOH DIST 1 SECURITY SYSTEM with Installation
FOR 0103 BOONE COUNTY VARIOUS LOCATIONS.

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:

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2400000010

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

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

Addendum Numbers Received:

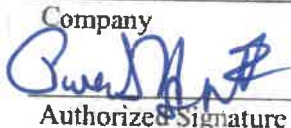
(Check the box next to each addendum received)

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

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

Electronic Specialty Company

Company



Owen S. Higgins, II, President

Authorized Signature

9-18-23

Date

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

Exhibit A

Item	Item Description	Unit Price	Quantity	unit of Measure	Extended Price
1	BOONE County Hadquarter	\$6,798.00	1	lump sum	\$6,798.00
2	Seth Satellite Office	\$6,175.00	1	lump sum	\$6,175.00
3	Clinton Satellite Office	\$4,935.00	1	lump sum	\$4,935.00

Annual Fee of \$240.00 per location for monitoring, first year included in above price



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

SEPTEMBER 26, 2022

EXPIRATION DATE

SEPTEMBER 26, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



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



**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: Vice President

Company Name: Electronic Specialty Company

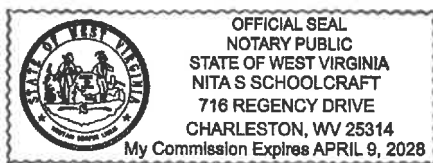
Date: SEPTEMBER 19, 2023

Taken, subscribed and sworn to before me this 19th day of September, 2023.

By Commission expires April 9, 2028

(Seal)

(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

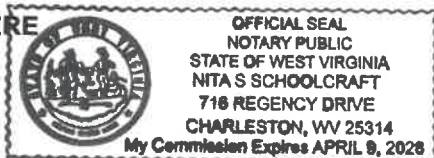
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Electronic Specialty Company
Authorized Signature: *Owen S. Higgins, II* Owen S. Higgins, II, President Date: 9-19-23
State of West Virginia
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19th day of September, 2023.
My Commission expires April 9, 2028.

AFFIX SEAL HERE



NOTARY PUBLIC

Nita S. Schoolcraft

Purchasing Affidavit (Revised 01/19/2018)

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: 9-19-23

Title: Owen S. Higgins, II, President

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

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Electronic Specialty Company

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

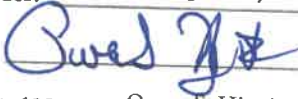
1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____
By: _____
Printed Name: _____
Title: _____
Date: _____

Vendor: Electronic Specialty Company
By:  _____
Printed Name: Owen S. Higgins, II
Title: President
Date: 9-19-23

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Electronic Specialty Company
of Dunbar, WV, as Principal, and Western Surety Company
of Chicago, IL, a corporation organized and existing under the laws of the State of
SD with its principal office in the City of Chicago, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
ARFQ 0803 DOT240000010 WV DOH DIST 1 Boone County Security System VAR. LOC. - According to Plans
and Specifications

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 19th day of September, 2023.

Principal Seal



Electronic Specialty Company
(Name of Principal)

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

PRESIDENT
(Title)

Surety Seal



Western Surety Company
(Name of Surety)

By: [Signature]
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kimberly J Wilkinson, Gregory T Gordon, Patricia A Moye, Jeremy B Stanley, Terri L Dodrill, Individually

of Charleston, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

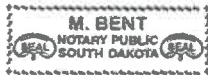
State of South Dakota }
County of Minnehaha }

ss

On this 17th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of September, 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.