

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

### Request for Quotation

DBSM118100

PAGE 1

ADDRES	Stockespondengemotaticanion of
SHELLY M	URRAY
<u> 304-558-</u>	8801

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Lee Hartman & Sons, Inc. 3 Davis Court Hurricane, WV 25526 V 304-397-4100 F 304-397-4101 SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

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# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
  - 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.

4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.

- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7: Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W,Va. C.S.R. §148-1-6.6).



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SHELLY MURRAY 304-558-8801

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DBSM118100

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY 304-558-8801

MODERA

RFQ COPY TYPE NAME/ADDRESS HERE

Lee Hartman & Sons, Inc. 3 Davis Court Hurricane, WV 25526 **V 304-397-4100** F 304-397-4101

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

TERMS OF SALE DATE PRINTED SHIP VIA FOE FREIGHT TERMS 08/12/2010 Nef 30 PPD DUFTRUCK Dost BID OPENING DATE: 09/02/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP TEM NUMBER: UNIT PRICE AMOUNT NO. OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. ) BUILDER'S RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/ MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS PERSONAL OR BUSINESS CHECKS ARE NOT UNDER \$100,000. ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE. BOND, OR LABOR AND MATERIAL BOND. ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 304-397-4100 9-2-2010 ADDRESS CHANGES TO BE NOTED ABOVE 540716361



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DATE PRINTED TERMS OF SALE SHIP VIA FOE FREIGHT TERMS 08/12/2010 かい ろひ PPD Tourk 0057 BID OPENING DATE: 09/02/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION. ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUN TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL. SEE REVERSE SIDE FOR TERMS AND CONDITIONS 397-4100 9-2-2010 ADDRESS CHANGES TO BE NOTED ABOVE 540716361



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

Lee Hartman & Sons, Inc. 3 Davis Court

Hurricane, WV 25526

V 304-397-4100 F 304-397-4101

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SHELLY MURRAY 304-558-8801

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ADDRESS CORRESPONDENCE TO ATTENTION OF

**301 EAST MAIN STREET** ROMNEY, WV 26757-1894 304-822-4810

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.8 FREIGHT TERMS 08/12/2010 Net PPI 00171064 Dest BID OPENING DATE: 09/02/2010 OPENING TIME 01:30PM CAT. LINE QUANTITY: UOP ITEM NUMBER UNITERICE AMOUNT REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS SUBMITTED TO THE STATE PURCHASING DIVISION. . THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 397-4100 9-2-2010



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SHIP VIA DATE PRINTED TERMS OF SALE FREIGHT TERMS: PP () 08/12/2010 iv et 70 our Trule Des+ BID OPENING DATE: 09/02/2010 BID OPENING TIME 01:30PM ↑ LINE · QUANTITY ITEM NUMBER UNIT PRICE TAUDMA Hattmak + Jong, Inc. COMPANY 9-2-2010 REV. 11/96 CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: Lee Hartwar + Sons CONTRACTORS NAME: WV 03765 CONTRACTORS LICENSE NO.: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN SEE REVERSE SIDE FOR TERMS AND CONDITIONS 9-2-2010 397-4160 540716361 ADDRESS CHANGES TO BE NOTED ABOVE



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Lee Hartman & Sons, Inc. 3 Davis Court

Hurricane, WV 25526

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V 304-397-4100 F 304-397-4101 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS Net 30 08/12/2010 1.254 110 Troube BID OPENING DATE: 09/02/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER: UNIT PRICE TRUOMA THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTICY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT. WITHOUT FURTHER ORDER. REV. 5/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: SHELLY MURRAY SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 9-2-2010 30<u>4-</u> 347-4100



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

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SHELLY MURRAY

304-558-8801 SCHOOL FOR THE

SCHOOL FOR THE DEAF & BLIND RECEIVING DEPARTMENT

301 EAST MAIN STREET ROMNEY, WV 26757-1894 304-822-4810

Lee Hartman & Sons, Inc. 3 Davis Court Hurricane, WV 25526 V 304-397-4100 F 304-397-4101

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### **DBSM118100**

#### REQUEST FOR QUOTATION

West Virginia Schools for the Deaf and Blind (WVSDB)
Videoconferencing Equipment

#### PURPOSE:

WVSDB is soliciting a Request for Quotation from qualified vendors to provide videoconferencing equipment to WVSDB and 5 other schools that are partners in this project.

#### SPECIFICATIONS:

#### Background:

The West Virginia Schools for the Deaf and Blind want to install a state of the art videoconference system in order to participate in projects with our 5 partners across the state. This will allow our students to participate in numerous 21<sup>st</sup> century educational activities.

#### Scope of Work:

The majority of the videoconferencing equipment will be installed on the campus of WVSDB. Each of our partners will be receiving items 24, 25, 26, 28, 29, 31 and 32 on the list of equipment. This includes the Tandberg Edge 95 or equal, the Natural Presenter package, on-site installation/configuration and the 1 year warranty. These units will be installed at the following locations:

Petersburg Elementary School 333 Rig Street Petersburg, WV 26847

Spencer Elementary School 85 Clay Road Spencer, WV 25276

Geary Elementary Middle School 9538 Clay Road Left Hand, WV 25251

Spencer Middle School 102 Chapman Avenue Spencer, WV 25276

Walton Elementary/Middle School 90 School Drive Walton, WV 25286 This should include all materials, labor and delivery to specified locations, installation by a certified installer, and training.

### **Equipment Specification:**

The qualified vendor shall provide a quote for the following requested quantity, brand or equal to and equipment equal to.

Below is a listing of the requested items with specifications on the following pages.

Item #	QTY	Manufacturer	Equipment Description	77.1.0	
1	1	Tandberg	COO Contact Activity	Unit Cost	Extended Co
3 4	1	Tandberg	VCS Control Application 1 yr manufacturer's warranty	13,290=	13290
3	1	Tandberg	VCS Expressway Application	158500	1585
4	1	Tandberg	VCS Expressway Application 1 yr manufacturer's warranty	14000=	14000
5	1	Tandberg	1 1 OPTONE NAMED A PROPORTION OF THE A 12	1585	15852
6	1	Tandberg	Content Server 1 yr manufacturer's warranty	28,465	24,465
7	1	Tandberg	TMS Server Appliance	2,765	27601€
8	1	Tandberg	TMS Server Appliance Lyr manufacturer's average.	11,4000	154000
9	1	Tandberg	<u>L</u>	1,84000	184000
10	1	Tandberg	MCU-4205 12 Port Enterprise MCU	32.7400	327400
11	$\frac{1}{1}$	x and out	MCU-4205 12 Port Enterprise 1 yr manufacturer's warranty	3,165-02	3,165
12	i	Tandberg	On-site Installation & Configuration of MCU-4205	4.045	4.095年
13	1	Tandberg	3000 MXP Profile- Single 42" WXGA LCD w/ Precision HD camera	14.4550	18,455
14	i	Tandberg	Tandberg 3000 MXP Natural Presenter Package	1325 ==	1325
15	ī	1411001B	Wheel base option for 3000 MXP Profile 42"	300 %	3000
16	i	Tandberg	Onsite Installation and Configuration for 3000 MXP	18650	1865
17	i	Tandberg	3000 MXP Profile- 42" WXGA LCD & camera 1 yr man. warranty "	132500	13250
18	1	Tandberg	HD 6000 MXP Integrator Package	19,1e5 =	19 165
19	i -	Tandberg	HD 6000 MXP Integrator Package 1 yr manufacturers warranty	115000	115000
20	$\dot{1}$	741140015	HD 6000 MXP Natural Presenters Package	132500	(325
21	1	Tandberg	Onsite Installation for the Tandberg HD 6000 MXP	18650	1865°C
22	1	Tandberg	W.A.V.E. II camera with 20m cable	3485=	34850
23	i	Tandberg	W.A.V.E. II camera 1 yr manufacturer's warranty T4 Complete Program	240,00	24004
24 *	5	Tandberg	Edge 95	4270%	42705
25 *	5	Tandberg		8425.5	42125
26 *	5	Tandberg	Edge 95 Natural Presenters Package	1325	662500
27	<del>-</del>	randorg	Edge 95 3 year manufacturers warranty	19305	G6500
28 *	<del></del>	<del></del>	Misc. Cables for WVSDB equipment	40000	400 0
29 *	5		Misc. Cables for partner locations	1500	75000
	·		Installation, Configuration and training of all equipment at partners locations		
30	2	Cisco		12:1000	605000
31 *		Cisco	52" LCD TV and mounts Attervibe LG M52012-8A	2630 =	526000
32 *		Cisco	42" LCD TV A Heruste LG M4224C-BA	121500	6075te
		Cisco	Equipment carts Alternate UFT-TR1000	86500	4325
34	-	CISCO	Equipment carts Alternate UFF TO 1000	86540	17300
			Complete Installation, configuration and training at WVSDB	113/000	11,21000
			TOTAL \$ 264,000°		<del></del>

\* indicates items for partner locations

#### Time Frame:

The scope of work shall be completed within 60 days after contract is awarded and notice to proceed is given.

#### **Mandatory Qualifications:**

By submitting a bid, the vendor adheres to the following:

- 1. The vendor verifies that they have completed at least 3 projects of the same nature in the past five years.
- 2. The vendor must be certified on the proposed installed equipment

#### TANDBERG VCS Control Application Item #1

- Single box must support gatekeeping functionality using the industry standard of H323 and SIP proxy functionality using the industry standard of SIP
- System must be capable of interworking H.323 and SIP without user intervention
- Flash memory and hard drive
- Must provide PBX functionality to end points such as call hold, call transfer and conferencing without the need for an embedded MCU in the endpoints
- Support for IP Version 4 support and support for IP Version 6 support
- H.323 v5 Annex O for DNS dialing support
- ITU-T H.323 v5 complaint and ITU-T H.225 v4 complaint
- Single box solution must support SIP based presence
- Solution must support clustering and up to 10,000 users in a cluster and up to 2,000 simultaneous calls in a cluster

#### TANDBERG VCS Expressway Application Item #3

- Single box solution must support H.460 firewall traversal with multiplexed media technology without the use of external or add-on devices
- Single box solution must support SIP based firewall traversal technology without the use of external or add-on devices
- Solution must support clustering and up to 10,000 users in a cluster
- Solution must support clustering and up to 2,000 simultaneous calls in a cluster
- Must support ICE (interactive connectivity establishment)
- Support for Registration of traversal-enabled endpoints
- SIP based STUN Discover y and STUN Relay services

- H.460.18/.19 complaint and H.460.18 client proxy support
- Instant restart and boot under 90 seconds

### TANDBERG Content Server Item #5

- A single box solution must support a minimum of 5 simultaneous accesses
- The system must support RSS feeds and portable device downloads
- The system must support Flash, Windows Media Player, Quicktime, and Real
- The system must support native Multicast without the use of external equipment
- The system must integrate direction with Apple ITunes and Apple Podcast Producer
- The system must provide build in Streaming Server based on Windows Media Server
- The system must provide SIP support to allow SIP end points to record and stream

#### TMS Server Appliance Item #7

- The management system must be able to manage both newer and legacy Tandberg and Polycom endpoints, along with the network infrastructure chosen. This includes MCUs, Firewall Traversal Solutions, Streaming systems, Call Control systems, Gatekeepers and others.
- The management software must provide diagnostic capabilities, billing capabilities as well as graphical reports
- The management software must provide H.350 support (import and export)
  Active Directory support
- The management software must provide Centrally-managed server phone books creation of one or multiple phone books with the ability to search unlimited entries
- The management software must provide Automatic directory import from gatekeeper, ILS and LDAP (single or multiple source)
- The management software must provide Automatic MCU, gateway and network selection
- The management software must provide Support for SIP enabled endpoints and dialing
- The management software must provide battery status on remote controls, diagnostic messages and solution suggestions system status, gatekeeper status, SNMP configuration, ISDN/IP configuration and information
- The management software must Manage calls made on multiple protocols (IP using H.323 and SIP, ISDN and mixed calls)
- The management software must provide for System Upgrades Able to upgrade either pre-scheduled or ad-hoc software updates to endpoints

#### MCU-4205 12 Port Multisite Bridge Item #9

- There must be NO reduction of ports for features. This includes individual transcoding, encryption, and others. It must be conveyed that the capacity of the system IS the capacity of the system regardless of features being used
- The system must support standards based H.264 (no proprietary algorithms will be permitted) and standards based AAC for audio (no proprietary algorithms will be permitted)
- Content or data sharing channel must support 30 FPS
- The system must provide easy to use software clients
- Dimensions not to exceed 1 rack unit (U)

# TANDBERG 3000 MXP Profile-Single 42" Item #12

- The system must support standards based H.264 for high definition video (no proprietary algorithms will be permitted)
- The system must support standards based AAC for high definition audio (no proprietary algorithms will be permitted)
- Content or data sharing channel must support 30 FPS
- The codec must support 16 x 9 native (not stretched) at all bandwidths including 128k, 256k, 384k, 512k, and 768k.
- The system must support H.239 for data collaboration using H.323 (no proprietary algorithms will be permitted)
- The system must support BFCP for data collaboration using SIP (no proprietary algorithms will be permitted)
- The system must support H.460.18/19 multiplexed media for firewall traversal using H.323 (no proprietary algorithms will be permitted)
- The system must support STUN/ICE multiplexed media for firewall traversal using SIP (no proprietary algorithms will be permitted)
- The system must allow for real-time address books (not updated on a schedule)

#### TANDBERG 3000 MXP Natural Presenters Package Item # 13

- Software option that allows two video streams at one time, allows students to view instructor and interpreter simultaneously
- Allows users to incorporate computers, laptops, document camera into the video presentation

# Wheel Base Option for 3000 MXP Profile 42" Item # 14

• Wheel base for equipment that allows the unit to be portable

#### HD 6000 MXP Integrator Package Item #17

- 6000 MXP codec
- Precision HD camera
- Camera cable set (2m, 5m and 19.5m cable extension kit),
- 2 table microphones
- 2 trackers

#### HD Integrator 6000 MXP Natural Presenter Package Item #19

- Software option that allows two video streams at one time, allows students to view instructor and interpreter simultaneously
- Allows users to incorporate computers, laptops, document camera into the video presentation

#### W.A.V.E. II Camera Item #21

- 13CCD Color Camera PAL or NTSC
- 10 x zoom
- 1/4" CCD
- 96° total vertical field of view and 77° horizontal field of view
- 267° total horizontal field of view
- 460 (PAL) / 470 (NTSC) horizontal TV lines
- Min. illumination 2 Lux (F1.8)
- Auto or manual focus, brightness and white balance
- · Far end camera control w/ 15 near and far-end camera pre-sets
- Voice-activated camera positioning
- Daisy chain support for up to 4 cameras
- VISCA camera support.

# T4 Complete Program Item # 23

- Complete training program for teachers.
- Includes 10 hours of training for classroom teachers on the following:
  - 4.5 hours of video conferencing basics includes basic operation of equipment, methods of engaging students, using administrative applications

- o 2.5 hours of how to best utilize peripheral equipment as part of the video conferencing experience
- 1.5 hours of instruction on preparing lesson plans for delivery over video
- o 1.5 hours of review, wrap up and practice of previous sessions.

#### Edge 95 Item #24

- The system must be able to connect up to 4 video sites and 3 audio sites with embedded Multi Site functionality
- The system must support up to 2 Mbps H.323/2 Mbps SIP/512 kbps H.3202/2.3 Mbps total MultiSite
- The system must be wireless capable
- The system must allow for viewers to view presentations and presenters simultaneously with Duo Video and H.239 Dual Stream
- The system must incorporate H.264 standard for superior video quality

#### Edge 95 Natural Presenter Package Item #25

- Software option that allows two video streams at one time, allows students to view instructor and interpreter simultaneously
- Allows users to incorporate computers, laptops, document camera into the video presentation

#### Misc. Cable Item #27 and 28

- RCA Female To BNC Male Adapter
- DVI To VGA Display Adapter
- 6ft Outlet Saver Power Extension Cord Black
- Audio Y-Adapter Cable
- 3.5mm Stereo Male To 3.5mm Stereo Female Y-Cable
- Panel-Mount VGA F-F Coupler Gender Changer
- Box of 20 Raceway White ¾" X1/2" X 8"
- Straight Through Modular In-line Coupler RJ45
- HDMI Gold Digital Video Cable 50ft
- 25ft 3.5mm M/M Stereo
- 25ft Grey Cat5e Patch Cable Molded Snag less
- 50ft Male to Male Premium SVGA VGA cable DB15M to DB15M
- Single Gang Surface Mount Box WHITE
- One-Piece Deep Low Voltage Junction Box w/Adhesive
- Essential 7 Outlet Surge Suppressor
- 6 Outlet Surge Suppressor 6x Receptacles 1 x power cable 16.4 ft

- VGA VIDEO SPLITTER/EXTENDER 2- 2 PORT HDMI SPLITTER
- Any other cable needed to connect, attach equipment quoted but not listed here

#### Cisco 52" LCD TV monitors and mounts Item #30

- Commercial grade LCD monitor
- Must have 1080p resolution with HDMI input
- Must have a PC input-RGB/VGA 15 pin that supports 1080p resolution
- 3 year manufacturers warranty included

### Cisco 42" LCD TV monitors and mounts Item #31

- Commercial grade LCD monitor
- Must have 1080p resolution with HDMI input
- Must have a PC input-RGB/VGA 15 pin that supports 1080p resolution
- 3 year manufacturers warranty included

# Monitor Carts Item # 32 and 33

- Cart must be capable of holding securely the LCD monitor and all
   Videoconferencing equipment necessary to complete the unit.
- Cart must be capable of locking to secure equipment

# Installation, Configuration and Training Item # 34

- Price must be all inclusive to provide a turnkey project.
- All equipment will be installed at the locations listed
- Equipment will be tested for complete functionality
- Must be installed by certified installers
- Training will be given at all sites

AGENCY

#### BID BOND PREPARATION INSTRUCTIONS

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(C)

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NOTE:

		RFQ/RFP# (B)
WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1) Your Company Name City, Location of your Company State, Location of your Company Surety Corporate Name City, Location of Surety State, Location of Surety State of Surety Incorporation City of Surety Incorporation Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words. Amount of bond in figures Brief Description of scope of work Day of the month Month Year Name of Corporation Raised Corporate Seal of Principal Signature of President or Vice President Title of person signing Raised Corporate Seal of Surety Corporate Name of Surety Signature of Attorney in Fact of the Surety Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.	as Principal, and	PRESENTS, That we, the undersigned,  D) (E) of (G) organized and existing under the laws its principal office in the City of held and firmly bound unto The State sum of (K) int of which, well and truly to be made, at heirs, administrators, executors, ation is such that whereas the Principal fithe Department of Administration and made a part hereof to enter into a posal attached hereto and shall furnish the bid or proposal, and shall in all ted by the acceptance of said bid then rwise this obligation shall remain in full d and agreed that the liability of the all, in no event, exceed the penal ereby stipulates and agrees that the all be in no way impaired or affected by oligee may accept such bid: and said ch extension.  Explain the proper officers, 20 (P)  (Q) (Name of Principal)  By (S) (Must be President or Vice President) (T) Title
		an.
	Surety Corporate Seal	(Name of Surety)
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		( <u>W</u> )

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Attorney-in-Fact

	Agency REQ.P.O#				
BID	BOND				
KNOW ALL MEN BY THESE PRESENTS, That we, the L	undersianed				
	, as Principal, and				
	corporation organized and existing under the laws of the State of				
	, as Surety, are held and firmly bound unto the State				
	(\$) for the payment of which,				
well and truly to be made, we jointly and severally bind ourselves,					
The Condition of the above obligation is such that whereat Department of Administration a certain bid or proposal, attached he	is the Principal has submitted to the Purchasing Section of the ereto and made a part hereof, to enter into a contract in writing for				
NOW THEREFORE,					
hereto and shall furnish any other bonds and insurance required by agreement created by the acceptance of said bid, then this obligation force and effect. It is expressly understood and agreed that the liat exceed the penal amount of this obligation as herein stated.	on shall be null and void, otherwise this obligation shall remain in full billity of the Surety for any and all claims hereunder shall, in no event, agrees that the obligations of said Surety and its bond shall be in no				
IN WITNESS WHEREOF, Principal and Surety have here	unto set their hands and seals, and such of them as are corporations				
have caused their corporate seals to be affixed hereunto and these	•				
day of, 20 .	processes to be digited by their proper effects, ting				
Principal Corporate Seal					
Timepar corporate cear	(Name of Principal)				
	Ву				
	(Must be President or				
	Vice President)				
	(Title)				
Surety Corporate Seal					
	(Name of Surety)				
	Attorney-in-Fact				

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Agency WVSDB	
REQ.P.O#_DBSM118100	_

#### BID BOND

	KNOV	VALL MEN BY TH	EȘE PRESENT	S, That we, ti	ne unde	rsigned, 🗜	EE HARTM	IAN &	SONS, IN	IC.		
	_10	ROANOKE		VIRGINIA							INSURANCE	COMPANY
	of	FAIRFIELD	, OHIO		, a con	oration o	ganized and	existing	j under the law	vs of	the State of OH	10
		with its principa	al office in the Cit	y of FAIR	FIELI	)				ound	unto the State	
of West \	 Virginia	a, as Obligee, in th	e penal sum of _	5% OF AM	T OF	BID	_ (\$5% OF	BID	for th	e pa	yment of which,	
well and	truly to	o be made, we join	tly and severally	bind ourselv	₃s, our l	neirs, adm	iinistrators, <del>e</del> x	ecutor	s, successors	and a	រនទាំពួកន.	
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		THEREFORE,										
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hereto ac	nd shal	ll furnish anv other	bonds and insur	ance require	d by the	bid or pr	oposal, and sl	hall in a	ill other respec	is pe	erform the	
agreeme	nt crea	ated by the accepta t. It is expressly ur	ance of said bid,	then this obli	gation s	hali be nu	III and void, of	herwisi nd ali c	e this obligatio	n sha	all remain in full	
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	The Si	urety, for the value r affected by any e	received, hereb	y stipulates a	nd agre	es that th	e obligations :	of said ch bid	Surety and its	bond	i shall be in no	
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		TNESS WHEREOF	= "								re corporations	
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27TH	day of	AUGUST	, 20	<u>10</u> .								
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IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

#### THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint E. Gerald Stump; William E. Haynie; Mark B. Stump; Cecelia W. Long; Paula B. Gibson; Samuel A. Lowman, Jr.; Barbara Hall; Linda St. Clair; Robert Gibson; Mike Repass; Lisa Bain; Sandra Short; Timothy Merry and/or Cindy Walters each in their separate capacity

of Salem and Midlothian, Virginia

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bends, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCENNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

SEAL

STATE OF OHIO COUNTY OF BUTLER

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

) ss:

MARK J. HÜLLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

day of August, 2010 2764

this

Guyen J Schlaum Secretary

BN-1005 (10/08)



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8 / 27 / 2010

	<u> </u>	0/2//2010				
PRODUCER (540)389-2327 FAX: (540)389-5901	THIS CERTIFICATE IS ISSUED AS A MATTER OF					
Humphrey Stump & Haynie Insurance Agency, Inc	ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE					
100 E. Main Street	HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
P.O. Box 3205						
Salem VA 24153	INSURERS AFFORDING COVERAGE	NAIC #				
INSURED	INSURER A: Cincinnati Insurance Company	10677				
Lee Hartman & Sons, Inc.	INSURER B: Accident Fund National Ins Co	12305				
P.O. Box 13365	INSURER C:					
	INSURER D:					
Roanoke VA 24033-3365	INSURER E:					

#### **COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	s	
	GE X	NERAL LIABILITY  COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 500,000
A		CLAIMS MADE X OCCUR	CPP0834074	10/1/2009	10/1/2010	MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
İ						GENERAL AGGREGATE	\$	2,000,000
	GEI X	N'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY LOC				PRODUCTS - COMP/OP AGG	\$	2,000,000
	AU X	TOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A		ALL OWNED AUTOS SCHEDULED AUTOS	CPP0834074	10/1/2009	10/1/2010	BODILY INJURY (Per person)	\$	
	X X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	X	Hired Car Physical Damage-\$50,000				PROPERTY DAMAGE (Per accident)	\$	
	GAI	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO				OTHER THAN AUTO ONLY:  AGG	\$	
	EXC	CESS / UMBRELLA LIABILITY	EXCESS OVER GEN. LIAB.,			EACH OCCURRENCE	\$	3,000,000
	x	OCCUR CLAIMS MADE	AUTO LIAB. & WORK COMP			AGGREGATE	\$	3,000,000
							\$	
A		DEDUCTIBLE	CPP0834074	10/1/2009	10/1/2010		\$	
		RETENTION \$					\$	
В		S COMPENSATION LOYERS' LIABILITY Y/N				X WC STATU- OTH-		
		PRIETOR/PARTNER/EXECUTIVE N				E.L. EACH ACCIDENT	\$	500,000
	(Mandator		WCV6049063	10/1/2009	10/1/2010	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	SPECIAL I	PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$	500,000
A	OTHER I1	nstallation Floater	CPP0834074	10/1/2009	10/1/2010	Limit		\$100,000
DES	PIPTION O	F OPERATIONS / LOCATIONS / VEHIC	LES / EXCLUSIONS ADDED BY ENDORSE	MENT / SPECIAL PROVI	SIONS			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

#### **CERTIFICATE HOLDER**

STATE OF WEST VIRGINIA DEPT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST., EAST PO BOX 50130 CHARLESTON, WV 25305-0130

#### **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cecelia Long/CECELI

Cecelia Long



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

STATE OFWest Virginia
COUNTY OF Kanawha TO-WIT:
I, <u>Larry T. Cox</u> , after being first duly sworn, depose and state as follows:
1. I am an employee of Lee Hartman & Sons, Inc. ; and, (Company Name)
2. I do hereby attest that Lee Hartman & Sons, Inc. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Lee Hartman & Sons, Inc. (Company Name)
By: Parry Very Title: Area Manager
Date: September 1, 2010
Taken, subscribed and sworn to before me this _/_ day of _September
State of West Virginia SUSAN L. SHEPARD 218 SIXTH AVE. P. O. BOX 418 ST. ALBANS, W 25177 My commission expires July 11, 2013  (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev March 2009

RFQ No. 0 BSM 118100

#### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

#### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Lee Hartman + So	NS, INC.
Authorized Signature: Xanua, 7. C.	少 Date: 9-1-2010
State of West Virginia	
County of Kanawha, to-wit:	
Taken, subscribed, and sworn to before me this 1 d	day of <u>September</u> , 2010.
My Commission expires	
AFFIX SEAL HERE  NOTARY PUBLIC STATE OF WEST VIRGINIA SUSAN L. SHEPARD 218 SIXTH AVE. 218 SIXTH AVE.	NOTARY PUBLIC Jusun & Enegant
P. O. BOX 418 ST. ALBANS, WV 25177 My commission expires July 11, 2013	