		Bid Pricing Page BPH13130				
Line	Description	Brand/Model Quoted	Estimated	UOM	Unit Price	<b>Extended Price</b>
Item	-		QTY			

100

Vendor Name ANEXTER

Vendor Address 2750 STANLEY GAULT PKNY 5TE 139

LOUISVILLE KY 40223

Vendor Phone 800-825-3528 Vendor Fax 502-245-3677

Vendor Representative Pat much

Vendor Representative Signature 1 Mush

Vendor Representative E-mail 1 Mush

Vendor Representative E-mail 1 Mush



07/25/13 10:05:38 AM West Virginia Purchasing Division

Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
.1.1	CommScope. 450-470 MHz 6.6/7.8dB Exposed Dipole Omni Antenna, CommScope Part Number DB408-B, or Equal.	Commscope DB408B	49	Ea.	\$515.00	25,235.00
1.2	CommScope. 150-160 MHz 6/9dB Exposed Dipole Omni Antenna, CommScope Part Number DB-264A, or Equal.	Commscope DB-264A	19	Ea.	\$1,130.00\$	21,470
.1.3	CommScope S-300 Stand-off Bracket 36" with a 1-7/8"O.D. x 36" antenna mounting pipe. Includes mounting hardware for up to 3.5"OD tower legs, CommScope Part Number S-300, or Equal.	· •	3	Ea.	\$125.00	\$375.00
1.4	CommScope. Adapter clamp set for up to 6.5" 60 degree, straight or tapered angle legs, Commscope Part Number AD-P60-SCP, or Equal.		3	Ea.	\$105.00	315
1.5	CommScope 7/8 inch standard coaxial cable with foam dieletic has a 10 Inch bending radius. Maximum frequency capacity is 5 GHz, CommScope Part Number LDF5-50A, or Equal.	10.000 to 10.000	18,150	Foot	\$3.98	72,237.00
	CommScope ½ inch foam dialect 50 Ohm coax cable features a 5 inch bending radius that prevents kinking. Maximum frequency capacity is 8.8 GHz, CommoScope Part Number LDF4-50A, or Equal.		7,260	Foot	\$1.82	12,312.20
.1.7	CommScope. Snap-In hangers for 7/8" corrugated cable. The hanger installs in ¾" holes in support structures. Stainless steel construction, CommScope Part Number SSH-78, or Equal.		611	Packs of 10	\$22.75	\$13,900.25
	CommScope. SSH-12 SnapStak Stackable Hangers, (1/2") 10 pack, CommScope Part Number SSH-12, or Equal.	Commscope SSH-12	242	Packs of 10	\$17.85	4319.7

Line	Description	Brand/Model Quoted	Estimated	TIONA	Unit Price	<b>Extended Price</b>
Item	Description	brand/Model Quoted	QTY	UOM	Unit Price	Extended Price
	CommScope. Andrew SureGround for 7/8" Alum or Copper, corrugated or smooth cable w/48" #6 tinned copper ground wire lead. Includes 2 hole lugs and hardware, CommScope Part Number SG78-12B2U, or Equal.		196	Ea.	\$18.00	3528
	CommScope. Andrew Ground kit for SFX500 Flex cable. Includes 3 foot #6 AWG cable with ¼" and universal 3/8" two hole lugs, CommScope Part Number SFX-SEK, or Equal.		76	Ea.	\$8.00	608
	CommScope. Andrew N male connector (L5TNM-PS) for LDF5-50, 7/8" foam Heliax cable. Trimetal plated body and Silver plated pin, CommScope Part Number L5TNM-PS, or Equal.	_	69	Ea.	\$22.50	1552.5
	CommScope. Andrew N female connector (L5TNF-PS) for LDF5-50, 7/8" foam Heliax cable. Trimetal plated body and silver plated pin, CommScope Part Number L5TNF-PS, or Equal.		49	Ea.	\$22.50	1102.5
	CommScope. Andrew N Male Positive Stop for HL4RP-50, AL4RPV-50 and LDF4-50. Self flare with self captivated silver plated center pin. Tri-metal plated body. Designed to meet IP68 standards, CommScope Part Number L4TNM-PSA, or Equal.		27	Ea.	\$16.25	438.75
	CommScope. Andrew N Female Positive Stop for HL4RP, AL4RPV and LDF4. Self flare with self captivated silver plated center pin. Tri-metal plated body. Designed to meet IP68 standards, CommScope Part Number L4TNF-PSA, or Equal.		19	Ea.	\$16.25	308.75

	Bid P	ricing Page BPH13130				
Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
3.1.15	Polyphaser. 125-1000 MHz general coverage flange mnt. protector. 50,000 amps surge, <200uJ throughput energy. Power rating based on frequency. N female connectors, Polyphaser Part Number IS-50NX-C2, or Equal.		96	Ea.	\$43.00	4128
3.1.16	CommScope. Andrew FSJ4-50B ½ inch 50 Ohm coax cable. Spiral copper corrugated outer conductor. The superflex cable features a 1.25 inch bending radius. Copper-clad aluminum center conductor. Maximum frequency capacity is 10.2 GHz, CommScope Part Number FSJ4-50B, or Equal.		2,880	Foot	\$2.50	7200
3.1.17	CommScope. Andrew FSJ4-50B ½ inch 50 Ohm coax cable. Spiral copper corrugated outer conductor. The superflex cable features a 1.25 inch bending radius. Copper-clad aluminum center conductor. Maximum frequency capacity is 10.2 GHz, Belden Part Number FSJ4-50B, or Equal.	•	192	Ea.	\$17.95	3446.4
	Belden. 83242 RG142B/U Teflon Plenum Cable. Dual silver shields for 98 percent coverage. The 3/16 inch transmission line passes the VW1 vertical wire test and is Mil Spec MIL-C-17G rated, Belden Part Number 83242 0011000, or Equal.		2,505	Foot	\$3.90	9769.5
	Emerson. BNC male crimp connector for RG-55, 142, 223 and 400 cable, Emerson Part Number CPMC -88-13, or Equal		85	Ea.	\$1.95	165.75
	RF Industries. N male connector for RG55, RG223, RG142, Belden 8219 & 9907 cable. Silver plated body, gold pin. Crimp center pin, crimp on braid, RF Industries Part Number RFN-1005-3C1, or Equal.		85	Ea.	\$3.60	306

	Bid Pi	ricing Page BPH13130				
Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
3.1.21	Wireless Solutions. S 4" boot assembly kit, w/ 1 hole for 7/8" corrugated coax, Wireless Solutions Part Number WS-B478-1, or Equal.		5	Ea.	\$19.00	95
	Wireless Solutions. 4" boot assembly kit w/ 2 holes for 7/8" corrugated coax, Wireless Solutions Part Number WS-B478-2, or Equal.		5	Ea.	\$19.00	95
3.1.23	Wireless Solutions. 4" boot assembly kit w/ 3 holes for 7/8" corrugated coax, Wireless Solutions Part Number WS-B478-3, or Equal.		19	Ea.	\$19.00	361
	Wireless Solutions. 4" boot assembly kit w/3 holes for ½" corrugated coax, Wireless Solutions Part Number WS-B412-3, or Equal.		19	Ea.	\$21.00	399
	Wireless Solutions. 4" boot assembly kit w/ 1 hole for ½" corrugated coax, Wireless Solutions Part Number WS-B412-1, or Equal.		5	Ea.	\$21.00	105
3.1.26	Terrawave. 2.4 GHz 19 dBi Panel Antenna with Integrated N-Style Jack Connector. Includes Articulating Pole Mount, TerraWave Part Number T24190P10006GT, or Equal.		3	Ea.	\$85	255
3.1.27	Terrwave. 4.9-5.85 GHz Parabolic grid antenna, 30 dBi, 950 MHz bandwidth. Includes articulating mast mount and integrated N jack connector, Terrawave Part Number T49300G10006, or Equal.		3	Ea.	\$194	582
	General Dynamics. Gabriel 5.250-5.850 Flat Directional Panel with N-female termination and 18.4 dBi gain @ midband5ft flat panel diagonal, General Dynamics Part Number DFPS.5-52, or Equal.		3	Ea.	\$235.00	705
3.1.29	RF Industries. Interseries adapter kit. 30 piece combination of male and female BNC, TNC, N, SMA, UHF, and mini-UHF connectors. In soft zippered case, RF Industries Part Number RFA-4024, or Equal.	*1	5	Еа.	\$118	590

Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
3.1.30	Larsen. Low profile 26 dB black 5V GPS antenna. Includes bolt mount for 3/4" hole and 17' RG174 cable with SMA connector, Larsen Parts Number GPSDM08, or Equal.	[17] 18. (1)	5	Ea.	\$44.00	220
	PCTEL. Rubber hole plug for 3/8" hole. 1-1/4" overall diameter. Package of 25, PCTEL Part Number K37/25, or Equal.		12	Packs of 25	\$34.50	414
	PCTEL. Rubber hole plug for ¾" hole. 1-1/2" overall diameter. Package of 25, PCTEL Part Number K35/25, or Equal.		12	Packs of 25	\$34.50	414
	PCTEL. Rubber hole plug for 7/8" hole. 1-1/2" overall diameter. Package of 25, PCTEL Part Number K39/25, or Equal.	- 15-17-60 00-00-00-00-00-00-00-00-00-00-00-00-00	12	Packs of 25	\$33.70	404.4
2024 CH 1 1000	Adtran Tracer. 6410 2.4 GHz Series Chassis only. A channel freq plan. Designed for DC power, Adtran Part Number 12806410L2A, or Equal.		3	Ea.	\$3,300.00	9900
100000000000000000000000000000000000000	Adtran Tracer. 6410 2.4 GHz Series Chassis only. B channel freq plan. Designed for DC power, Adtran Part Number 12806410L2B, or Equal.		3	Ea.	\$3,300.00	9900
	Adtran Tracer. 6420 Series Chassis only 5.8 GHz HP 24 dbm Output Freq A Chan. Designed for DC power, Adtran Part Number 12806420L2A, or Equal.		3	Ea.	\$3,300.00	9900
	Adtran. 5.8 GHz 6420 Chassis only HP Output 24 dbm Frequency B. Designed for DC power, Adtran Part Number 12806420L2B, or Equal.	Adtran 12806420L2B	3	Ea.	\$3,300.00	9900
.1.38	Adtran. Quad T1 Module only, Quad T1 interface module. Adtran Product Number 1280040L1, or Equal.	Adtran 1280040L1	6	Ea.	\$1,855.00	11130
.1.39	Adtran. Four port ethernet bridge/layer 2 switch – For Adtran microwave ethernet module only. Quad Ethernet switch module 1, Adtran Product Number 1280050L1, or Equal.		12	Ea.	\$1,855.00	22260

	Bid P	ricing Page BPH13130	* * 14.			
Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	<b>Extended Price</b>
3.1.40	Adtran. 1280650L1 external AC power supply for TRACER 4000/5000/6000 series License free microwave radio. 100-250 volts AC input, 48 volts, 1.2 amps DC output (57 watts), Adtran Product Number 1280650L1, or Equal.		12	Ea.	\$195.00	2340
3.1.41	CommScope. LDF6-50 1-1/4" Foam Heliax cable avg power @ 450 MHz 3.59 KW. Price/foot, CommScope Product Number AVA6-50, or Equal.	_	1,000	Foot	\$8.15	8150
	CommScope. Andrew LDF7-50A 1 5/8" foam diel. cable 50 ohm, annular corrugated copper outer conductor, corrugated copper tube inner conductor. 20" bending radius. Ave power @ 450 MHz 7.18 KW. Price/foot, CommScope Product Number LDF7-50A, or Equal.		1,000	Foot	\$10.63	10630
3.1.43	CommScope. Andrew N Male series EZfit connector for 1-1/4" HELIAX AVA and FXL cables. Captivated 1480-AW Trimetal Silver. N Male, CommScope Product Number 114EZNM, or Equal.		25	Ea.	\$68.25	1706.25
3.1.44	CommScope. Andrew N Female series EZfit connector for 1-1/4" HELIAX AVA and FXL cables. Captivated 1480-AW Trimetal Silver. N Female, CommScope Product Number 114EZNF, or Equal.	TENER LESS THEFT	25	Ea.	\$68.25	1706.25
3.1.45	CommScope. Andrew 7/16 DIN Male series EZ fit connector for 1-1/4" HELIAX AVA and FXL cables. Captivated 1480-AW Trimetal Silver. DIN Male, CommScope Product Number 114EZDM, or Equal.		25	Ea.	\$65.60	1637.5
3.1.46	CommScope. Andrew 7/16 DIN Female series EZfit connector for 1-1/4" HELIAX AVA and FXL cables. Captivated 1480-AW Trimetal Silver. DIN Female, CommScope Product Number 114EZDF, or Equal.		25	Ea.	\$66	1650

Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
3.1.47	Larsen. 152-162 MHz unity gain ¼ wave chrome pre-tuned antenna. Order NMO/Motorola style mount separately, Larsen Product Number NMOQW152, or Equal.		20	Ea.	\$10.25	205
3.1.48	Larsen. 450-470 MHz unity gain ¼ wave chrome pre-tuned antenna. Larsen Product Number NMOQW450, or Equal.	Larsen NM0QW450	20	Ea.	\$9.25	185
3.1.49	Larsen. NMO mount for Motorola-style mobile antennas 0 - 1000 MHz. This nickel-plated stainless steel permanent mount is for a ¾ inch hole in mounting surfaces. Includes 17 feet of RG58/U cable and mini UHF connector. Thread size is 1 1/8 inch – 18, Larsen Product Number NMOKMPL, or Equal.	Larsen NM0KMPL	40	Ea.	\$13.50	540
3.1.50	Larsen. Dual band mobile cellular antenna. NMO antenna includes a ¾ inch hole mount designed for lower loss. This Larsen dual band cellular antenna also includes 17 feet of RG58/U dual shield cable with FME female connector, Larsen Product Number NMOC/P3EUDFME, or Equal.		20	Ea.	\$35.80	716
3.1.51	Ripley. Hole saw for installing permanent mount mobile antennas. Makes ¾" hole and limits depth to 1/8". Fits 3/8" or larger electric drills. Allen key 1/8", Ripley Product Number HSK19, or Equal.		15	Ea.	\$31.00	465
3.1.52	Ripley. Replacement blades for 14023 hole saw. 2 blades per package, Ripley Product Number SB-89, or Equal.	Ripley SB-89	15	Ea.	\$12.75	191.25
3.1.53	Fluke Networks. TS22A Phone line test set 1-way amplified speaker. Two audio levels for hands free listening and for use with voice response systems. Tests lines for dial tone with talk, monitor, and dial functions in tone or pulse operation. Features last number redial. Fluke Networks Product Number TS22A, or Equal.		12	Ea.	\$290.00	3480

Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
200000	Belden – RG213/U Coaxial cable 97 percent coverage braided shield. Single bare stranded copper center. Per foot, Belden Product Number Belden 8267, or Equal.		1,000	Foot	\$1.39	1390
1	RF Industries. UHF male connector for RG8, RG8A & RG213 cables. Silver plated shell, silver plated body. Teflon insulation. Solder pin and braid, RF Industries Product Number PL259, or Equal.		100	Ea.	\$2.55	255
	CPI COMM. 16 frequency telephone style remote. Uses sequential tone format. Front panel PTT and status updating. Includes full duplex option. Black. EIA standard tone system. Monitor, intercom, front panel PTT, crossmute, and parallel status updating are standard features. CPI COMM Product Number TR10-16F-FD-BK, or Equal.		10	Ea.	\$535.00	5350
9	RF Industries. Universal crimp tool kit w/ (2) frames & (2) dies (1) RG58/U, 59/U, 142/U, 8X, Proflex; (2) RG8/U, 213/U, 214/U; Belden 9913, RF Industries Product Number RFA-4006, or Equal.	å	6	Ea.	\$135.00	810
	DuraComm Corp. Rack mount switching power supply for 19 inch racks. This power rectifier uses 110 or 220 VAC input to produce 48 VDC output and features 25 amps peak or 20 amps continuous current. Thermostatically controlled fans provide cooling. Has electronic and fuse output protection. N+1 redundancy, DuraComm Corp. Product Number RM2548, or Equal.		5	Ea.	\$645.00	3225

	Bid P	ricing Page BPH13130		1 10		
Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
3.1.59	DuraComm Corp. Rack mount switching power supply for 19 inch racks. This power rectifier uses 110 or 220 VAC input to produce 13.8 VDC output and features 25 amps peak or 20 amps continuous current. Thermostatically controlled fans provide cooling. Has electronic and fuse output protection N+1 redundancy, DuraComm Corp. Product Number RM5012, or Equal.		5	Ea.	\$355.00	1775
15-15 (19-1525) BESTON	Bussman. Fuse, GMT, 1 AMP 10 pack, Bussmann Product Number BK/GMT-1A, or Equal.	Bussmann GMT-1A	24	Packs of 10	\$19.15	459.6
3.1.61	Bussman. Fuse, GMT, 1.5 AMP 10 pack, Bussman Product Number BK/GMT-1-1/2A, or Equal.	Bussmann GMT-1-1.5A	24	Packs of 10	\$19.15	459.6
The Telephone Company of the first	Bussman. Fuse, GMT, 2 AMP 10 pack, Bussman Product Number BK/GMT-2A, or Equal.	Bussmann GMT-2A	24	Packs of 10	\$19.15	459.6
3.1.63	Bussman. Fuse, GMT, 3 AMP 10 pack, Bussman Product Number BK/GMT-3A, or Equal.	Bussmann GMT-3A	24	Packs of 10	\$19.15	459.6
3.1.64	Bussman. Fuse, GMT, 3 AMP 10 pack, Bussman Product Number BK/GMT-3A, or Equal.	Bussmann GMT-3A	24	Packs of 10	\$19.15	459.6
3.1.65	Bussman. Fuse, GMT, 5 AMP 10 pack, Bussman Product Number BK/GMT-5A, or Equal.	Bussmann GMT-5A	24	Packs of 10	\$19.15	459.6
P. CONTROL CONTROL STORY	Bussman. Fuse, GMT, 7.5 AMP 10 pack, Bussman Product Number BK/GMT-7-1/2A, or Equal.	Bussmann GMT-7.5A	24	Packs of 10	\$19.15	459.6
	Bussman. Fuse, GMT, 7.5 AMP 10 pack, Bussman Product Number BK/GMT-7-1/2A, or Equal.	Bussmann GMT-10A	24	Packs of 10	\$19.15	459.6
3.1.68	Bussman. Fuse, GMT, 15 AMP 10 pack, Bussman Product Number Item BK/GMT-15A, or Equal.	Bussmann GMT-15A	24	Packs of 10	\$19.15	459.6
3.1.69	3M SCOTCH "88" vinyl plastic electrical tape. 2" x 36 yards. 1 roll per box. Use for extreme temperature conductoritions. SUPER 88-2 INCH, 3M Products Part Number SUPER 88-2 INCH, or equal.		10	Ea.	\$1.90	190

100	Bid P	ricing Page BPH13130				
Line Item	Description	Brand/Model Quoted	Estimated QTY	UOM	Unit Price	Extended Price
	3M SCOTCH "88" vinyl plastic electrical tape. 1-1/2" x 44'. 1 roll per carton. Use for extreme temperature conductoritions. 88SUPER 1-1/2" x 44, 3M Products Product Number 88SUPER 1-1/2" x 44, or Equal.		12	Ea.	\$4.00	48
1	3 M Temflex vinyl plastic electrical tape. Made with PVC tape. Will withstand up to 80C/176F. ¾" / 60'. Black, 3M Products Product Number 1700 TEMFLEX-1, or Equal.	1	100	Ea.	\$1.20	120
	3M Temflex vinyl plastic electrical tape. Made with PVC tape. Will withstand up to 80C/176F. ¾" / 60'. Black, 3M Products Product Number 1700 TEMFLEX-1, or Equal.		25	Ea.	\$1.20	30
3.1.73	RF Industries. Mini-UHF male to UHF female adapter, Amphenol RF Product Number RFU-621, or Equal.	RF Industries RFU-621	25	Ea.	\$4.15	103.75
3.1.74	Amphenol. UG-146 UHF female to N male adapter, Amphenol RF Product Number 000-4400, or Equal.	Amphenol 000-4400	25	Ea.	\$16.25	406.25
	Amphenol. PL-258 UHF female to UHF female barrel straight adapter, Amphenol Product Number 083-1J, or Equal.		25	Ea.	\$9.95	248.75
STREET SOORIAL	RF Industries double UHF male adapter, RF Industries Product Number RFU-538, or Equal.	RF Industries RFU-538	25	Ea.	\$3.50	87.5
u .	TOTAL OVERALL COST					\$312,125.60

Award will be made to the Vendor with the lowest overall cost meeting the specification. If in the best interest of the State of West contract will be awarded.

BPH1313	0 Vendor Information	n Page		
Vendor:	Anixter		- 4	
Vendor Rep:	Pat Murphy			
Address:	2700 Stanley Gault Pkwy			1
	Suite 139			
	Louisville, Ky. 40223			
Phone:	800-825-3528			
Fax:	502-245-3677			
Email:	pat.murphy@anixter.com	a.		

# REQUEST FOR QUOTATION BPH13130 Antennas and Related Equipment

- 7.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Telephone Number: 800-825-3528  Fax Number: 502-245-3677	Contract Manager:	PAT MURPHY
	Telephone Number	: 800-825-3528
	Fax Number: 5	2-245-3677
Email Address: Pat. Murphy DAN. XTE. Con	Email Address:	Par. MURPHy DAN: XTE. Con

# STATE OF WEST VIRGINA Request for Quote No. BPH13130

#### Anixter Inc. Exception Sheet

Section No.	Title	Exception
General Terms and Conditions – 12	LIQUIDATED DAMAGES	Section 12 to be mutually agreed upon.
General Terms and Conditions – 19; Specifications – 6.3	DELIVERY	Shipping term is F.O.B. Shipping Point.
General Terms and	WARRANTY	Revise Section 35 as follows:
Conditions - 35		The Vendor hereby transfers and assigns any and all warranties and any intellectual property indemnity, from the manufacturer of the products being sold hereunder to the State. Separate and apart from the manufacturer's warranty, tThe Vendor expressly warrants that the goods and/or-services-covered by this Contract will: (a) materially conform to the any specifications, drawings, samples, or other description furnished or specified by the Agencyby the manufacturer of the goods to Vendor; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship This warranty shall remain in effect for a period of one (1) year from the date of shipment, unless otherwise specified in the manufacturer's warranty. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, or improper installation, or maintenance. The State will inspect the products upon delivery and will promptly notify Vendor in writing of any defect in the products. The State's sole and exclusive remedy under these warranties will be limited to, at Vendor's sole option and expense, refund of the purchase price of, or the repair or replacement of the products or parts thereof which Vendor reasonably determines do not conform with these warranties.
General	INDEMNIFICATION	DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND VENDOR DISCLAIMS AND THE STATE WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY VENDOR'S NEGLIGENCE. Revise Section 46 as follows:
Terms and Conditions – 46		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

Section No.	Title	Exception
		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's negligence or willful misconduct or, its officers' or, employees' negligence or willful misconduct, 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 (32) Any failure of the Vendor, its officers, employees, or subcontractors to observe applicable State and Federal laws including, but not limited to, labor and wage and
		hour laws.
General Terms and Conditions -	LIMITATION OF LIABILITY	Add the following as new Section 54:  "IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY
54		SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING ANY SUCH DAMAGES OCCASIONED BY VENDOR'S NEGLIGENCE. IN ADDITION, SELLER'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM."
General	FORCE MAJEURE	Add the following as new Section 55:
Terms and Conditions - 55		"The Vendor shall not be liable for any failure to perform its obligations under the contract resulting directly or indirectly from, or contributed to by, acts or omissions of carriers or other circumstances beyond Vendor's reasonable control."
Specifications - 6.4	Return of Unacceptable Items	Revise the final sentence in Section 6.4 as follows:  The returned product shall be subject to the terms of the Vendor's warranty set forth in Section 35 either be replaced, or the Agency
55°	174.0	shall receive a full credit or refund_for the purchase price, at the Agency's discretion.

1.

## 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 Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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% resident 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% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,					
4.	Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.						
Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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:	Britter Signed: Style					
Date:	7-23-13 Title: RUP					

	BPH13130
RFQ No.	Di 1110 100 .

# STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

MANDATE: 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 exceed 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:			
Vendor's Name: ANSHE			•
Authorized Signature: 3		_ Date:	23-13
State of Georgia			
County of <u>bwinnett</u> , to-wit:			
Taken, subscribed, and sworn to before me this Zyda	yor July		o <u>13</u> .
My Commission expires 5/21	, 20 <u></u> ,		$\sim$
AFFIX SEAL HERE	NOTARY PUBLIC	Larborn	arogu

Purchasing Affidavit (Revised 07/01/2012)

BARBARA A EAGER NOTARY PUBLIC GWINNETT COUNTY, GA MY COMMISSION EXPIRES MAY 21, 2016

#### CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ANIXTE			
(Company)	1.		
(Authorized Signature)	The		·
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(Representative Name, Tit	le)		
678 546 69	18	770 8	3/40/2
(Phone Number)	(Fax N	umber)	in the second se
7-24-1	3		England (SERVICE)
(Date)		<del></del>	

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: BPH13130

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.

Addendum Numbers Received: (Check the box next to each addendum received)  [ ] Addendum No. 1 [ ] Addendum No. 6	Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.						
(Check the box next to each addendum received)  [ ] Addendum No. 1 [ ] Addendum No. 6							
[ ] Addendum No. 1 [ ] Addendum No. 6				40 (m) 10 (v) 40 (v)			*
	(Check the box next to each addendum received)						
Addendum No 2 ( ) Addendum No 7		[	]	Addendum No. 1	(	]	Addendum No. 6
[ ] Addendam No. 2 [ ] Addendam No. 7		[	]	Addendum No. 2	ĺ	}	Addendum No. 7
[ ] Addendum No. 3 [ ] Addendum No. 8		[	]	Addendum No. 3	ĺ	]	Addendum No. 8
[ ] Addendum No. 4 [ ] Addendum No. 9		[	]	Addendum No. 4	[	]	Addendum No. 9
[ ] Addendum No. 5 [ ] Addendum No. 10		[	]	Addendum No. 5	ĺ	]	Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. 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.							
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Company							Company
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Authorized Signature							Authorized Signature
7-24-13							7-24-13
Date							Date

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

Revised 03/04/2013