



COMSEARCH®  
19700 Janelia Farm Blvd  
Ashburn, VA 20147

State of West Virginia  
Department of Administration, Purchasing Department  
2019 Washington Street East  
Charleston, WV 25305-0130

RE: Solicitation # DPS1431

Comsearch is pleased to respond to the State of West Virginia Solicitation DPS1431 for Microwave Engineering Services. Comsearch has been a provider of Microwave Interference Analysis, Coordination and Frequency Protection Services for over 35 years. Comsearch has a team of experienced engineering experts that can provide engineering services in a timely professional manner. Comsearch has provided engineering services for Microwave paths for WVA Office of EMS for many years.

A dedicated Senior Engineer will be assigned your projects.

The following attachments are included:

Comsearch Qualification Document

Bid Pricing Sheet

Term and Conditions

Addendum Confirmation

W-9

Certification and Signature page

Verification of Registration

We appreciate the opportunity to provide you with this information and look forward to assisting you with future projects. If you have any questions or require additional information please contact Denise Finney at (703) 726-5650.

COMSEARCH

Denise Finney  
Manager, CS  
Spectrum Management Solutions

05/08/14 09:04:04AM  
West Virginia Purchasing Division

# Comsearch Qualifications Document

for

*STATE OF WEST VIRGINIA*

**May 2, 2014**



**COMSEARCH**<sup>®</sup>  
A CommScope Company

# ***Comsearch Qualifications Document for State of West Virginia***

## ***Introduction***

Comsearch, a CommScope company, brings a wealth of knowledge and experience to frequency planning and FCC licensing for communications systems. Our engineering and communications systems experts coupled with our unique and well-maintained databases, give us the experience and tools for efficient frequency planning and FCC licensing of wireless systems. At Comsearch we have spent over 35 years refining our methods of interference prediction. No other firm offers the combination of frequency engineering experience and expertise, industry leadership, quality software and accurate databases. Our key success factors can be summarized as follows.

- Microwave frequency planning services - Approximately 20,000 paths per year
- FCC microwave licensing - Approximately 10,000 sites filed per year
- Top tier carriers and OEM's use Comsearch almost exclusively
- Experienced staff to tackle projects large and small with reach-back capabilities to handle surge demand
- Most accurate databases of technical information for licensed microwave spectrum allocations and state-of-the-art, automated frequency analysis algorithms
- Extensive reporting that keeps customers well-informed throughout the frequency planning and FCC licensing process
- Continual process improvements through active customer service surveys and software enhancements
- Long-standing, strong working relationship with the FCC and NTIA, and active participation in industry forums such as NSMA, WCAI, ITU, and FCC Bar Association

Our understanding of the issues and our detailed processes will offers our customers a partner that can accomplish their frequency planning and licensing tasks in an efficient manner, meeting project schedules and staying within established budgets.

## ***Microwave Services Work Process***

Comsearch provides cost-effective frequency planning and FCC Licensing services for radio communications systems. Our microwave services cover the bands between 930 MHz and 90 GHz found in FCC Rule Part 101. This scope of work outlines our Frequency Planning, Frequency Coordination, FCC Licensing services for microwave systems.

### **Microwave Frequency Engineering / Inter-System Interference Analysis**

**Data Import / Export** – In support of large projects, we have developed a series of import / export formats into and from our software. We can either use one of these already developed formats or will work with you to develop a standardized import / export format to facilitate the easy exchange of data. Comsearch can import Pathloss format and many others. Upon receipt of import data, Comsearch will provide an anticipated completion date for our inter-system interference analysis.

**Interference Analysis / Computer Modeling** – Comsearch microwave planning software considers specific operating parameters of both the proposed microwave system and the environment microwave systems (licensed and proposed) to properly consider the interference potential of the new path or system. Some of the parameters and data elements incorporated into the modeling include: antenna type, antenna height, elevation, antenna radiation pattern, receiver

## **Comsearch Qualifications Document for State of West Virginia**

filter performance, terrain, radio modulation, path orientation, receiver threshold, etc. These elements are required to accurately predict specific interfering levels into and from the existing microwave systems. The accuracy of our calculations is ensured by "real time" maintenance of our point-to-point microwave, earth station, radio equipment, antenna, interference objective, and contact databases. Our interference analysis software and databases are constantly maintained and enhanced by a team of software and database specialists.

**Frequency Selection** – Our engineers are versed in the latest techniques and criteria for interference resolution. They use sophisticated software tools such as our AFS (Automatic Frequency Selection) module to quickly identify available frequencies (see Figure 1). Use of these advanced tools coupled with our best-in-class databases allow our engineers to find the best solutions for our customers' microwave planning needs.

Comsearch is an active participant in the Telecommunications Industry Association (TIA) and has made significant contributions to Bulletin 10, the industry standard for computing interference objectives. Our interference analysis identifies available frequencies considering existing and proposed systems found in our database. When applicable, we will perform analysis of systems in adjacent bands to ensure your system does not receive unwanted threshold degradation. In bands shared with satellite systems, we will also perform an analysis of potential interference with earth station and with the geo-stationary satellite orbit. Additionally, we identify co-located or nearby transmitters already licensed in your frequency band in order to reduce the possibility of "bucking" an existing high/low frequency plan that could increase the possibility of receiver overload or reflective interference from a nearby system.

**Engineering Documentation** – Upon completion of the frequency selection process, the system parameters including the selected frequencies are documented. In addition, any outstanding interference conflicts or points of interest are detailed for your review, as well as any options for resolution. Comsearch will provide a Client Approval Notice (CAN) for all paths ready for prior coordination.

### **Microwave Frequency Coordination**

The majority of microwave bands subject to FCC Rule Part 101 require prior coordination with existing licensees. Comsearch's experience with coordination and case resolution spans over thirty years. During this period, Comsearch has played an active and lead role in the National Spectrum Managers Association (NSMA) and the Telecommunications Industry Association (TIA), the industry bodies recognized in the development and refinement of prior coordination procedures. Upon client approval of our frequency selections, our prior coordination services include:

**Notification** – Comsearch circulates to all existing and proposed licensees in the area and frequency band of operation the technical parameters of the proposed system. By FCC rule, recipients are given 30 days to respond, or in some cases an expedited response is requested. We also will perform frequency coordination with Canadian or Mexican authorities when necessary in border areas.

**Case Resolution** – Often the response to a prior coordination notice is not in full agreement. Comsearch receives and responds to these objections to the proposed system and acts as your technical liaison until all cases are resolved.

# ***Comsearch Qualifications Document for State of West Virginia***

**FCC Documentation** – Upon successful completion of the prior coordination process, Comsearch will prepare documentation required to satisfy FCC Rule Part 101.103 (d). Any necessary exhibits are prepared and provided including a Supplemental Showing. This exhibit (and any other as necessary) is required upon submittal of your license application. Comsearch will provide hard and soft copies of any deliverables as desired by Black & Veatch.

## **FCC Licensing for Microwave Systems**

Comsearch can prepare your FCC license applications and check to make certain all required exhibits are provided. We file thousands of FCC 601 applications each year. In 2010, we filed over 20,000 applications for new and modified Part 101 facilities.

### **Typical Filing Process**

- Comsearch files the FCC Form 601 microwave application upon written customer approval and provides an electronic copy of the application to customer via email.
- We track the status of the application until the license is granted by the FCC. Amendments are handled expeditiously by our licensing staff who act as your technical contact for any questions or concerns from the Commission.
- Comsearch notifies licensee via e-mail when the license is granted by the FCC.
- We file the required "Completion of Construction" notification with the FCC upon written approval from the licensee and notify the licensee of the filing via e-mail.

Comsearch maintains a dedicated staff specifically for FCC licensing. Our detailed knowledge of FCC rules, close working relationship with our counterparts at the FCC, and our tracking and notification processes give you a significant advantage in getting your microwave systems filed efficiently and properly. Comsearch downloads path data from our database directly into the FCC Form 601 which virtually eliminates typographic error. Our staff uses highly-efficient batch processing of applications using our own ULS Express software (see Figure 2) that incorporates many of the FCC's own error-checking routines. We file all types of applications (new, modifications, STAs, completion of construction, etc.) including any required waivers.

## ***Other Considerations***

### **Quiet / Exclusion Zone Coordination Assistance**

Certain geographic areas / frequency bands are restricted due to Radio Astronomy use or DOD and other Government top-secret installations. For example, the Denver, Colorado area has a DOD 18 GHz quiet zone and exclusion zone where 18 GHz facilities are restricted. Even outside the absolute exclusion zone, there are areas where 18 GHz can be cleared by DOD. Coordinators must file applications and wait for the FCC to contact NTIA and NTIA to contact IRAC to analyze these before FCC licenses are granted. If they reject an application 60-120 days down the road you would be back to square one, and would be faced with re-designing the link for another frequency band. Through our contacts within the Federal Government, we have been able to establish a procedure to pre-screen or prior coordinate 18 GHz facilities within the DOD 18 GHz quiet zones. No other coordinator has this unique ability to get 18 GHz proposals in these areas analyzed during the up-front (prior to application) coordination phase of the project. Please contact us for more information on this valuable process.

# Comsearch Qualifications Document for State of West Virginia

## Regulatory Advocacy

Comsearch plays an active role in the regulatory process working closely with licensees and organizations such as the National Spectrum Managers Association (NSMA) and the Fixed Wireless Communication Coalition (FWCC) to monitor and address regulatory issues that impact spectrum users. To facilitate microwave deployment, we were key contributors to the 18 GHz band plan re-adjustments and were active in two notable regulatory matters recently. The first involved the rulemaking to allow smaller antennas at 11 GHz (see FCC proceeding 07-54), and the second was an effort to try and convince the NTIA to free up additional 23 GHz channels for conditional authorization. The former effort facilitates the use of the 11 GHz band by reducing the impact of zoning restrictions and lease costs placed on larger diameter antennas, while the latter significantly reduced implementation time for additional 23 GHz channels.

## Database Manager for FCC's 70-90 GHz bands

Comsearch also manages the microwave link registration database for FCC licensees operating in the 71-76, 81-86, and 92-95 GHz bands. Comsearch was chosen to be a database manager by the FCC based on over three decades of experience in database development, frequency coordination and spectrum management.

Comsearch's role as a database manager permits licensees to identify available spectrum in these bands and register their links, ensuring interference-free operation with other users in the bands. Our database offers upfront interference analysis with commercial systems as well as automatic coordination with the National Telecommunications and Information Administration (NTIA) for federal government systems.

## Sampling of Recent Major Projects

Client	Work Duration	Description	Size (Paths)	Comsearch Engineer	Bio
Sprint	Ongoing	Network Vision Project c/o ALU, E\ and Samsung	>5000	Gregory Macey	BSEE from University of Pittsburgh - 25 years with Comsearch
T-Mobile	Ongoing	LTE buildout	>1000	Karen Szalay	BSME from University of Michigan - 3 years with Comsearch
Conterra	Ongoing	Carrier's Carrier network buildout	>500	Rocio Palomo	BSEE from George Mason University - 14 years with Comsearch
PEG	Ongoing	Carrier's Carrier network buildout	>500	Karen Szalay	BSME from University of Michigan - 3 years with Comsearch
TRC Solutions	2011 - 2013	West Virginia EMS statewide network	> 300	Anh Tran	BSEE from University of Maryland - 25 years with Comsearch

# **Comsearch Qualifications Document for State of West Virginia**

## **Additional Resources**

Comsearch Engineering Consulting Engineers –  
Will Perkins EE  
Joe Marzin EE  
Saul Torrico PhD

## **THE COMSEARCH PROTECTION DIFFERENCE**

The Comsearch difference—quality, reliability, and experience of our people and resources are the real answer. To understand the differences between Comsearch and the competition, just look beneath the surface.

### **Comsearch Databases**

- The most complete and accurate source of proposed, applied and licensed microwave and satellite data in the industry.
- Maintenance staff of five database technicians that monitor FCC applications, public notices, prior coordination notices, and other sources.
- Full complement of in-house technical databases including all available manufacturer's radio specifications and filter curves, antenna patterns, terrain data, and other technical resources necessary to ensure accurate engineering calculations.
- Verification of system changes directly with the individual licensees.
- Full update and management capabilities—many competitors rely on databases containing dated FCC information with limited updating allowed.
  - Our frequency protection base of over 3000 client systems results in immediate access to the most recent updates and deletions available.

### **Comsearch Software**

- Our engineering software has been time tested by thousands of successfully coordinated and operating microwave and Earth Station facilities.
- Continuous enhancements Installed to existing software.
- New techniques continually developed to accommodate changes in spectrum allocations and FCC regulations.
- On-staff software engineers and programmers maintain numerous proprietary engineering programs, along with hundreds of support programs.
- Unmatched expertise in frequency engineering software design.

### **Comsearch Engineering Expertise**

- Independent, six member department dedicated solely to interference protection services with over 50 years of coordination experience.
- Standards and objectives maintained in all situations.
- PhD and EE level engineering support available within Comsearch.
- Active participation in industry groups (NSMA, IEEE, TIA, FWCC, etc.).
- FCC rule makings actively reviewed and official comments filed.
- Regular internal and external training to maintain and expand technical skills.

# ***Comsearch Qualifications Document for State of West Virginia***

## **Comsearch Path Fade Margin Protection**

- Systems protected for actual fade margin values.
- Interference objectives calculated utilizing specific radio filter curves.
- Reduction of the protected objective by using the short-haul criteria in Part 101 rejected.

## **Comsearch Service Reporting**

- Annual system data review.
- Interference cases and clearance resolutions copied to protected clients.
- Detailed monthly reports provided for all protected entities.
- FCC cancellations detailed for review and all data changes confirmed.

## **Customer Service**

We spend a great deal of time and effort to make sure that we give the customer the best possible service. We have a dedicated customer service group focused on client issues and regularly conduct on-site visits.



# Bid Pricing Sheet

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

4.1.1.12	Miscellaneous services – Hourly Rate	5	\$ <del>X</del>	\$ <del>X</del>
4.1.2.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$ 375	\$ 1875
4.1.2.2	Microwave frequency coordination, Prior coordination, 1 <sup>ST</sup> path	5	\$ 100	\$ 500
4.1.2.3	Microwave frequency coordination, each additional path	5	\$ 25	\$ 125
4.1.2.4	Microwave frequency coordination, Minor changes and modifications	2	\$ 300	\$ 600
4.1.2.5	Microwave frequency coordination, Prior coordination, No response.	2	\$ 100	\$ 200
4.1.2.6	Microwave frequency coordination, 6 month renewal notice, 1 <sup>ST</sup> path	2	\$ 300	\$ 600
4.1.2.7	Microwave frequency coordination, Verbal coordination – expedited.	2	\$ No charge	\$ —
4.1.2.8	Microwave frequency coordination, Verbal coordination, each additional	2	\$ No charge	\$ —
4.1.2.9	Microwave frequency coordination, Frequency Protection	100	Per PATH \$ 24 per year	\$ 2400
4.1.2.10	Microwave frequency coordination, License Audits - Quarterly reports on COC and license renewal dates	2	\$ No charge	\$ —
4.1.2.11	Microwave frequency coordination, Interference Analysis	2	\$ 375	\$ 750

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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4.1.2.12	Microwave frequency coordination, License Preparation Fee	2	\$ 50 per site	\$ 100
4.1.2.13	Microwave frequency coordination, Miscellaneous Services – Hourly Rate	2	\$ 150 per hour	\$ 300
Failure to use this form may result in disqualification.			<b>OVERALL TOTAL COST:</b>	\$ 7450
<p><b>Bidder / Vendor Information:</b></p> <p>Name: <u>Andrew LLC DBA ComSEARCH</u></p> <p>Address: <u>19700 Janelia Farm Blvd</u> <u>Ashburn, VA 20147</u></p> <p>Phone/Fax #: <u>703-726-5500 703-726-5595</u></p> <p>Email Address: <u>dfinney@comsearch.com</u></p>				
<p><b>Contact Coordinator Information:</b></p> <p>Name: <u>Denise Finney</u></p> <p>Address: <u>19700 Janelia Farm Blvd</u> <u>Ashburn, VA 20147</u></p> <p>Phone #: <u>703-726-5650</u></p> <p>Email Address: <u>dfinney@comsearch.com</u></p>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

**DPS 1431 – Pricing Pages**

DPS 1431 Frequency Coordination Services				
Item #	Location	Estimated Annual Requests (each)	Unit Price	Extended Price
4.1.1.1	Below 520 MHz frequency coordination (Per frequency)	5	\$	\$
4.1.1.2	Below 520 MHz frequency coordination (Per site)	5	\$	\$
4.1.1.3	769-775/799-805 MHz frequency coordination (Per frequency)	2	\$	\$
4.1.1.4	769-775/799-805 MHz frequency coordination (Per site)	2	\$	\$
4.1.1.5	806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency)	2	\$	\$
4.1.1.6	806-817/851-862 MHz (NPSPAC) frequency coordination (Per site)	2	\$	\$
4.1.1.7	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency)	2	\$	\$
4.1.1.8	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per site)	2	\$	\$
4.1.1.9	License Preparation Fee	5	\$	\$
4.1.1.10	Interoperable License Administrative Fee	5	\$	\$
4.1.1.11	Public Safety Coordination Council inter-service coordination Fee	5	\$	\$

over

# Terms & Conditions



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

**Solicitation**

NUMBER
DPS1431

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

WEST VIRGINIA STATE POLICE  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

SHIP TO

DATE PRINTED
04/09/2014

BID OPENING DATE: 05/07/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-61		
RADIO AND MICROWAVE FREQUENCY COORDINATION						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV STATE POLICE, IS SOLICITING BIDS TO PROVIDE RADIO AND MICROWAVE FREQUENCY COORDINATION FOR THE WV STATE POLICE, WV DEPARTMENT OF HEALTH & HUMAN RESOURCES, WV DIVISION OF CORRECTIONS AND WV DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DPS1431 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. VENDOR PREFERENCE CERTIFICATE						
***** THIS IS THE END OF RFQ DPS1431 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening.
  - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
  
  - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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

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

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

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

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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 non-binding.

Question Submission Deadline: April 23, 2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

*(Vendors should not use this fax number for bid submission)*

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: May 7, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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.
- 9. **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.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"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 award  
and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a 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.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
  - Commercial General Liability Insurance:**  
\$1,000,000.00 or more.
  - Builders Risk Insurance:** builders risk - all risk insurance in an amount equal to 100% of the amount of the Contract.
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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 above.

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

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein 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.

11. **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.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

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.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. 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.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
- 23. 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.
- 24. CANCELLATION:** The Purchasing Division Director 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 Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** *for a period of 12 months from the date of the performance of the services* 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*.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

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

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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

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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.

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

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

45. **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.

46. **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~~

third-party

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~~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.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

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

- Such reports relating to the services provided hereunder reasonably as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

Revised 04/09/2014 IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. To the maximum extent permitted by law, Vendor's aggregate liability hereunder shall be limited to the fees paid by the Agency for the services giving rise to the claim.

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

**52. 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 hearth, 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:

- a. 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
- b. 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.

**53. 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.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Police, West Virginia Division of Health and Human Resources, West Virginia Division of Corrections, and West Virginia Division of Homeland Security and Emergency Management to establish an open-end contract for Radio and Microwave Frequency Coordination. Per Federal Communication Commission (FCC) regulation and Administrative/Federal Law (47 CFR 90.175) an applicant is required to utilize the services of a certified frequency coordinator for frequency licensing in the 700 MHz. frequency band, 800 MHz. frequency band, and those bands below 520 MHz., in addition to that section of the law dealing with Fixed Microwave Coordination (47 CFR 101.103 and 47 CFR 90.1331). This highly specialized service function is the FCC's way of assuring order to prevent interference and promote operability within the spectrum. **It is expected that the resulting contract will be awarded to multiple vendors as not all Vendors coordinate all of the requested spectrum.**
  
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 Services"** means The West Virginia State Police, West Virginia Division of Health and Human Resources, West Virginia Division of Corrections, and West Virginia Division of Homeland Security and Emergency Management are soliciting bids for Radio and Microwave Frequency Coordinators for the purpose of managing and developing the Public Safety Frequency Private Land Mobile Radio (PLMR) spectrum within the State of West Virginia. Frequency coordinators are private / commercial organizations that are certified by the Federal Communications Commission (FCC) to recommend the most appropriate frequencies for applicants under FCC Parts 101 and 90 Rules. The frequency coordination process is intended to make more efficient use of the Public Safety spectrum for the public benefit. This Solicitation is intended to be awarded to multiple Vendors to encompass the entire Public Safety Frequency Private Land Mobile Radio (PLMR) (700MHz. band, 800 MHz. band, and those bands below 520 MHz.) Coordination Services and Public Safety Fixed Microwave Coordination Services required for the State of West Virginia Microwave Radio Network and the Statewide Interoperable Radio Network.
  
  - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  
  - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as DPS1431.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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**3. QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

3.1. Successful Vendor(s) shall be approved and certified by the FCC to provide (700 MHz. band, 800 MHz. band, and those bands below 520 MHz.) frequency coordination per 47 CFR 90.175, and Public Safety Fixed Microwave Coordination Services per 47 CFR 101.103 and 47 CFR 90.1331.

3.2. Successful Vendor(s) shall have a minimum of twenty five (25) years experience in frequency coordination and be an FCC certified and approved frequency coordinator prior to awarding of this solicitation.

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Public Safety Frequency PLMR Coordination Services**

4.1.1.1 Below 520 MHz frequency coordination (Per frequency).

4.1.1.2 Below 520 MHz frequency coordination (Per Site)

4.1.1.3 769-775/799-805 MHz frequency coordination (Per frequency).

4.1.1.4 769-775/799-805 MHz frequency coordination (Per site)

4.1.1.5 806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency)

4.1.1.6 806-817/851-862 MHz (NPSPAC) frequency coordination (Per site)

4.1.1.7 806-821/851-866 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency)

4.1.1.8 806-821/851-866 MHz (Non-NPSPAC, General Pool) frequency coordination (Per site)

4.1.1.9 License Preparation Fee



REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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4.1.1.10 Interoperable License Administrative Fee

4.1.1.11 Public Safety Coordination Council inter-service coordination  
Fee

4.1.1.12 Miscellaneous services – hourly rate

**4.1.2 Public Safety Fixed Microwave Coordination Services**

4.1.2.1 Microwave frequency coordination, Interference Analysis (Single  
frequency)

4.1.2.2 Microwave frequency coordination, Prior coordination, 1<sup>st</sup> path

4.1.2.3 Microwave frequency coordination, Prior coordination, each  
additional path .

4.1.2.4 Microwave frequency coordination, Minor changes and  
modifications

4.1.2.5 Microwave frequency coordination, Prior coordination, No  
response.

4.1.2.6 Microwave frequency coordination, 6 month renewal notice, 1<sup>st</sup>  
path.

4.1.2.7 Microwave frequency coordination, Verbal coordination –  
expedited.

4.1.2.8 Microwave frequency coordination, Verbal coordination, each  
additional

4.1.2.9 Microwave frequency coordination, Frequency protection.  
Vendor shall provide frequency protection services for all  
microwave facilities as registered in the Federal Communications  
Commission (FCC) Universal Licensing System (ULS) database

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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for any microwave frequency/path licensed to or managed by any of the agencies listed in Section 1 (one) of this solicitation.

4.1.2.9.1 Frequency Protection Services must provide the following:

- Verify protected facilities listing annually
- Track all coordination's through database system
- Analyze all coordination's for conflict
- Act as technical liaison to resolve case issues. (I.E Runs an analysis and responds on our behalf for every Prior Coordination • Notice in the affected area and band. If there is an interference issue, object to the Prior Coordination on our behalf.)
- Monitor FCC public notice for conflicts
- Provide copies of all pertinent correspondence
- Notify all coordinators that you will be our protection agent
- Provide a monthly report summarizing activity which will include the following:

Number of Unresolved Reported Cases

Number of Cleared Reported Cases

Number of PCNs With Cleared Reported Cases

Number of PCNs With Unresolved Reported Cases

Number of PCNs With No Reported Cases

Minimum Time to Respond to PCNs after Receipt

Average Time to Respond to PCNs after Receipt

Total Number received for the Month (All Bands & Services)

Total Number of Earth Station PCNs received during the month

Total Number of Multiple Address Service (MAS) Applications received during the month

Total Number of Microwave PCNs received during the month

PCN Number

PCN Date

Company Name

Licensee Name

Prior PCN Number

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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000022

Reply Date  
Extension Date  
Coordination Description

4.1.2.9.2 The following parameters will be used:

- If less than 15 GHz use a 125 mile radius/200 mile keyhole and if more than 15 GHz use an 80 mile radius/150 mile keyhole for potential issues.

4.1.2.10 Microwave frequency coordination, License audits

4.1.2.11 Microwave frequency coordination, Interference analysis

4.1.2.12 License preparation Fee

4.1.2.13 Miscellaneous services – hourly rate

4.1.2.14 Microwave Frequency Coordination Vendor shall have a minimum of 25 year history in the spectrum management industry as well as have a staff with PhD and EE for engineering support.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor(s) that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by placing the unit cost for each item to be quoted in the "Unit Price" section and then multiplying that number by the estimated quantity and placing that number in the "Extended Price" section and totaling all of the "Extended Price" amounts and placing that result in the "Total" space. 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.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay the type of charges either hourly rate or flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
DPS1431 FREQUENCY COORDINATION SERVICES

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**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **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.

Contract Manager: Denise Finney

Telephone Number: 703-726-5650

Fax Number: 703-726-5595

Email Address: dfinney@comsearch.com

# Addendum Confirmation



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

WV PURCHASING DIVISION FAX 304-558-4113 May 2 2014 04:21PM F0017000

DPS1431 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE  
 304-558-2544

REVERSE

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED: 05/01/2014  
 BID OPENING DATE: 05/14/2014 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM. NO. 1		
0001	1	LS		725-61		
				RADIO AND MICROWAVE FREQUENCY COORDINATION		
***** THIS IS THE END OF RFQ DPS1431 ***** TOTAL:						

Post-it® Fax Note	7671	Date	5/2/14	# of pages	8
To	DPS1431 Various	From	T. Lyle		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_  
 TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: DPS1431****000002****Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as DPS1431 ("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:**

1. Response to vendor question attached.
2. Revised pricing pages attached.
3. The bid opening date have moved from 05/07/2014 to 05/14/2014.

**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

000003

Questions:

Q1: Can a prospective vendor submit a proposal only for the microwave band, and not for lower bands (such as 700/800 MHz)?

A1: To delete Section 5.1 – Contract Award in its entirety and replace with the following:

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The intention is to award one contract, however, if judged to be in the best interest of the State of West Virginia, the award may be split into multiple awards.

Q2: The FCC has paired channels in UHF, 700 and 800 MHz and APCO has a single fee for those frequency pairs. However, VHF is not paired and APCO charges for each unique frequency. How shall we designate this on the RFQ?

A2: To delete Section 4.1.1.2 in its entirety and replace with the following:

4.1.1.2 -- Below 520 MHz frequency coordination (per pair).

VHF frequencies would be charged on a per frequency basis as listed in 4.1.1.1.

Revised pricing pages attached.

Q3: The RFQ requests the charges for per frequency and per site. This appears to be the same question. APCO's fees are per frequency (or pair)/site combination. How does the State prefer that we indicate this on the RFQ?

A3: See response above. Vendors should list a charge per single frequency coordinated in 4.1.1.1 and a charge for a coordinated pair in section 4.1.1.2. See revised pricing pages attached.

Q4: Referencing item 4.1.1.10; please confirm that the interoperable frequencies referred to are those so designated by the FCC by Limitation 80. State designated interoperable frequencies which are not recognized by the FCC as interoperable channels will be charged at a different coordination rate.

A4: Limitation 80 is correct.

Q5: Item 4.1.1.12: Does this refer to microwave or LMR (Land Mobile Radio) frequencies? Would this encompass engineering analysis?

A5: There is an entry for this in both LMR and Microwave. It was really not intended as engineering, but it was not spelled out in the request.

Q6: APCO does not coordinate microwave frequencies. How should we respond to the questions pertaining to microwave to indicate that APCO is not quoting, but in a way that will not disqualify our responses for the segment dealing with LMR frequencies (line items 4.1.1.1 through 4.1.1.12)?

A6: If you are not bidding on the LMR section or the on the Microwave section then you would enter a bid just for the LMR portion or the Microwave portion. It is our intent to potentially split the award between microwave and LMR, if necessary. See Question 1 and response above.

Q7: Please confirm that NO bid bond is required for this RFP.

A7: A bid bond is not required for this RFQ.

Q8: Please confirm only one original copy of a cost and a technical proposal (separate) must be submitted, no copies.

A8: This is a RFQ – Request for Quotation not a RFP – Request for Proposal.

See Section 6 – Bid Submission beginning on Page 3 of the solicitation. The paragraph on page 4 beginning “[i]n the event that Vendor is responding to a request for proposal,” does not apply to this solicitation.

Q9A: 14. Registration: Please confirm this must be completed prior to award, not bid submittal.

A9A: See Section 14 – General Terms and Conditions.

Also, information may be obtained from the WV Purchasing Division website -

<http://www.state.wv.us/admin/purchase/vrc/default.html>

Q9B: What is the date (or projected) you will award vendors?

A9B: Award date unknown at this time.

Q9C: What is the estimated time it takes to complete registration?

A9C: It varies depending on the necessary documentation needed by the Purchasing Division.

Links to the Vendor Resource Center on the WV Purchasing Division website provided -

<http://www.state.wv.us/admin/purchase/vrc/default.html>

<http://www.state.wv.us/admin/purchase/VendorRegFAQ.html>

Q9d: Would you disqualify a vendor if still in the process when awarded?

A9: The West Virginia Purchasing Division registers vendors to do business with state agencies, in accordance with *West Virginia Code* §5A-3-12. By the authority granted in this section of the code, registration is required of any vendor receiving a purchase order.

Q10: 22. Small, Women-owned, or minority –owned businesses: Please provide more details regarding MWBE certification for this RFP, i.e. what is the primary contact's information and process to proceed with this certification? What is the estimated time it takes to receive certification? Would you disqualify vendors whom are unable to receive the certification in time for bid submittal?

A10: See the vendor registration page, link provided -

<http://www.state.wv.us/admin/purchase/VendorReg.html>

**Clarifications:**

1. To delete Section 4.1.1.4 in its entirety and replace with the following:

4.1.1.4 – 769-775/799-805 MHz frequency coordination (per pair).

See revised pricing pages attached.

2. To delete Section 4.1.1.6 in its entirety and replace with the following:

4.1.1.6 – 806-817/851-862 MHz (NPSPAC) frequency coordination (per pair).

See revised pricing pages attached.

3. To delete Section 4.1.1.8 in its entirety and replace with the following:

4.1.1.8 – 806-821/851-866 MHz (non-NPSPAC, General Pool) frequency coordination (per pair).

See revised pricing pages attached.

**Other Information:**

1. The bid opening has been moved from 05/07/2014 to 05/14/2014. The bid opening time remains at 1:30 pm.

# DPS1431 – Pricing Pages

## Revised by Addendum No. 1

Item #	Description	* Estimated Annual Quantity	Unit Price	Extended Price
4.1.1.1	Below 520 MHz frequency coordination (Per frequency)	5	\$	\$
4.1.1.2	Below 520 MHz frequency coordination (Per pair)	5	\$	\$
4.1.1.3	769-775/799-805 MHz frequency coordination (Per frequency)	2	\$	\$
4.1.1.4	769-775/799-805 MHz frequency coordination (Per pair)	2	\$	\$
4.1.1.5	806-817/851-862 MHz (NPSPAC) frequency coordination (Per frequency)	2	\$	\$
4.1.1.6	806-817/851-861 MHz (NPSPAC) frequency coordination (Per pair)	2	\$	\$
4.1.1.7	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per frequency)	2	\$	\$
4.1.1.8	806-817/851-862 MHz (Non-NPSPAC, General Pool) frequency coordination (Per pair)	2	\$	\$
4.1.1.9	License preparation Fee	5	\$	\$
4.1.1.10	Interoperable License Administrative Fee	5	\$	\$
4.1.1.11	Public Safety Coordination Council inter-service coordination Fee	5	\$	\$
4.1.1.12	Miscellaneous services – Hourly Rate	5	\$	\$
4.1.2.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$	\$
4.1.2.2	Microwave frequency coordination, Prior coordination, 1 <sup>st</sup> path	5	\$	\$
4.1.2.3	Microwave frequency coordination, each additional path	5	\$	\$
4.1.2.4	Microwave frequency coordination, Minor changes and modifications	2	\$	\$
4.1.2.5	Microwave frequency coordination, Prior coordination, No response	2	\$	\$
4.1.2.6	Microwave frequency coordination, 6 month renewal notice, 1 <sup>st</sup> path	2	\$	\$
4.1.2.7	Microwave frequency coordination, Verbal coordination - expedited	2	\$	\$
4.1.2.8	Microwave frequency coordination, Verbal coordination, each additional	2	\$	\$
4.1.2.9	Microwave frequency coordination, Frequency Protection	100	\$	\$
4.1.2.10	Microwave frequency coordination, License Audits	2	\$	\$
4.1.2.11	Microwave frequency coordination, Interference Analysis	2	\$	\$
4.1.2.12	Microwave frequency coordination, License Preparation Fee	2	\$	\$
4.1.2.13	Microwave frequency coordination, Miscellaneous Services – Hourly Rate	2	\$	\$
	Failure to use this form may result in disqualification.		<b>OVERALL TOTAL:</b>	\$

**Bidder / Vendor Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email \_\_\_\_\_  
Address: \_\_\_\_\_

**Contact Coordinator Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email \_\_\_\_\_  
Address: \_\_\_\_\_

\*Quantities are estimated annual usage for bidding purposes and bidder's information.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DPS1431**

**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 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.

Andrew LLC dba Comsearch  
Company

  
Authorized Signature

5/6/14  
Date

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

W-9

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**Name (as shown on your income tax return)**  
 Andrew LLC

**Business name/disregarded entity name, if different from above**  
 Comsearch

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C  
 Other (see instructions) ▶

**Exemptions (see instructions):**  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

**Address (number, street, and apt. or suite no.)**  
 2700 Ellis Road

**City, state, and ZIP code**  
 Joliet, IL 60433

**List account number(s) here (optional)**

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**Employer identification number**

36	-	2092797
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    **Signature of U.S. person** ▶ *Denise Finney*    **Date** ▶ 5/1/2014

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.




# Certification & Signature

## Page

**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.

Andrew LLC dba Comsearch  
(Company)

  
(Authorized Signature)

Charles R. Hardy / Authorized Signatory  
(Representative Name, Title)

703 726 5641      703 726 5595  
(Phone Number)      (Fax Number)

5/6/14  
(Date)

# Verification of Registration

## Finney, Denise

---

**From:** Barnhart, Jeanne B [Jeanne.B.Barnhart@wv.gov]  
**Sent:** Tuesday, May 06, 2014 11:20 AM  
**To:** Finney, Denise  
**Subject:** RE: Registration forms

Denise,  
Vendor registrations processed as:

\*709024120 COMSEARCH  
DENISE FINNEY  
19700 JANELIA FARM BLVD  
ASHBURN VA 20147

\*709024120-01 COMSEARCH  
DENISE FINNEY  
2700 ELLIS RD  
JOLIET IL 60433

\*709024120-02 ANDREW LLC  
2700 ELLIS RD  
JOLIET IL 60433

The receipt and confirmation letter will be mailed to the ASHBURN office as I posted the fee to it. Due to the age of the last update, I also updated the contact information from David Brooks to your information from the e-mail for the ASHBURN office. Further updates, other than the vendor name or FEIN, may be submitted to me on signed company letterhead via e-mail or fax.

All locations will use the same information to access the WV Purchasing Bulletin after 9:00 a.m. tomorrow. The home vendor number (omit the \*) leave the group field blank, and the password is C088259.

*Jeanne Barnhart*  
Vendor Registration Coordinator  
Purchasing Division  
Department of Administration  
State of West Virginia  
ph. 304-558-2311  
fax 304-558-3507

---

**From:** Finney, Denise [<mailto:dfinney@comsearch.com>]  
**Sent:** Tuesday, May 06, 2014 10:50 AM  
**To:** Barnhart, Jeanne B  
**Subject:** RE: Registration forms

If the 19700 Janelia Farm is already in , then we would be updating

**Denise Finney**

## Finney, Denise

---

**From:** Finney, Denise  
**Sent:** Tuesday, May 06, 2014 9:28 AM  
**To:** 'jeanne.b.barnhart@wv.gov'  
**Subject:** Registration forms  
**Attachments:** STate of WVA registration.pdf

Hello Jeanne,

Please see the attached forms for Comsearch to register with the State of W VA. Please call Jill McKinney at 703-726-5825 for the credit card information for the \$125 registration fee. Please let me know if you need anything else.

Please provide me with a confirmation that we have paid once you receive the credit card information from Jill.

### **Denise Finney**

 *COMSEARCH a CommScope Company*

Manager, Customer Service

*19700 Janelia Farm Blvd.*

*Ashburn, VA 20147 USA*

phone: 703 726 5650

Fax: 703 726 5595

e-mail: [dfinney@comsearch.com](mailto:dfinney@comsearch.com)

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT  
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS  
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the weekly *West Virginia Purchasing Bulletin* that advertises purchases expected to exceed \$25,000 which is available online at <http://www.state.wv.us/admin/purchase/newbul.htm>. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration  
2019 Washington Street East  
P.O. Box 50130  
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the Vendor Code of Conduct available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Andrew LLC DBA Comsearc H  
Bidding Address 2700 Ellis Road  
City/State/Zip Joliet, IL 60433  
Contact Person Denise Finney  
Telephone Number 703-726-5650 Fax Number 703-726-5595

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

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2. Vendor Classified As:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual              | <input type="checkbox"/> Estate/Trust   |
| <input type="checkbox"/> Sole Proprietor         | <input type="checkbox"/> Partnership  |
| <input type="checkbox"/> Non-Profit Organization | <input checked="" type="checkbox"/> Limited Liability Company (LLC)                     |
| <input type="checkbox"/> Corporation             | [Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] <u>C</u> |
| <input type="checkbox"/> Governmental Entity     | <input type="checkbox"/> Other (Explain) _____  |

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have a FEIN.

362092797 FEIN

If you do not have a FEIN, please enter Social Security Number below.

SSN

4. (A) *Small, Women-Owned, Minority-Owned Businesses*

*West Virginia Code* §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the *West Virginia Code of State Rules* §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with *West Virginia Code* §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

**Certification of Status** (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
  - A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

# VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

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- Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
  - Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  - Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

## (B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

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5. Are you registering as a new vendor with the Purchasing Division?  No  Yes

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6. Are you updating the information previously submitted?  No  Yes



**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

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7. Are you completing this form to register a branch/division/subsidiary?  No  Yes  
If yes, please list the parent company's name, address, and FEIN.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FEIN: \_\_\_\_\_

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name	Street Address, City, and State
<u>Comsearch</u>	<u>19700 Janelia Farm Blvd Ashburn, VA 20147</u>

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
<u>Marvin Edwards Jr</u>	<u>President</u>	<u>Hickory, NC</u>
<u>Mark Olson</u>	<u>Vice President</u>	<u>Hickory, NC</u>

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.  
Bank of America 231 S LaSalle Chicago, IL 60693

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

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11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)? 00517-7084

12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  No  Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Christopher R. Hardy  
Authorized Agent of Vendor (Print Name)  
[Signature]  
Authorized Agent (Signature)  
Authorized Signatory  
Title  
5/5/14  
Date

<b>PURCHASING DIVISION USE ONLY</b>	
Vendor ID:	_____
Check No. :	_____
Memo No. :	_____
Date:	_____
Entered by:	_____