



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 705032

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0506

Vendor ID: 000000101320

SO Doc ID: BFH2000000003

Legal Name: FRONTIER COMMUNICATIONS OF AMERICA INC

Published Date: 4/15/20

Alias/DBA:

Close Date: 4/23/20

Total Bid: \$109,900.00

Close Time: 13:30

Response Date: 04/23/2020

Status: Closed

Response Time: 10:34

Solicitation Description: Addendum No.02 - RFQ for  
Emergency Notification System

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 705032

**Solicitation Description :** Addendum No.02 - RFQ for Emergency Notification System

**Proc Type :** Central Contract - Fixed Amt

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2020-04-23<br>13:30:00 | SR 0506 ESR04232000000006195 | 1       |

| <b>VENDOR</b>  |
|--|
| 000000101320<br>FRONTIER COMMUNICATIONS OF AMERICA INC |

**Solicitation Number:** CRFQ 0506 BPH2000000003

**Total Bid :** \$109,900.00      **Response Date:** 2020-04-23      **Response Time:** 10:34:37

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-0067  
 brittany.e.ingraham@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 1    | Emergency Notification System - Year 1/Deliverable 1 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 1: Specifications Item 4.1.14.1.1: By the end of Week 1 of the first year of the contract: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by in-person meeting, a telephone conference call, or WebEx (or equal) type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. An in-person meeting must be conducted in Charleston, WV with CTP staff.

**Comments:** Total Contract Amount is listed on last line

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 2    | Emergency Notification System - Year 1/Deliverable 2 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 2: Specifications Item 4.1.14.1.2: By end of the first month of the first year of the contract: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability. This also includes the provision of the vendor-supplied API Protocol, described under Section 4.1.9.11.

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 3    | Emergency Notification System - Year 1/Deliverable 3 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 3: Specifications Item 4.1.14.1.3: By end of the first month of the first year of the contract: Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 4    | Emergency Notification System - Year 1/Deliverable 4 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 4: Specifications Item 4.1.14.1.4: By end of the first month of the first year of the contract: Vendor will develop initial user training curriculum/delivery mechanism and complete initial user training for State and LHDs as described above in this document in Section 4.1.12.

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 5    | Emergency Notification System - Year 1/Deliverable 5 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 5: Specifications Item 4.1.14.1.5: By end of the first month of the first year of the contract: Vendor will complete dry run performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 6    | Emergency Notification System - Year 1/Deliverable 6 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 6: Specifications Item 4.1.14.1.6: From the first day of the second month of the first year of the contract through the end of contract (first year): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 7    | Emergency Notification System - Year 1/Deliverable 7 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 1/Deliverable 7: Specifications Item 4.1.14.1.7: From the first day of the second month of the first year of the contract through the end of contract (first year): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 15 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 15 hours, and may not charge for any hours in addition to the 15).

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----|------------|------------|-----------------------------|
| 8    | Emergency Notification System - Year 2/Deliverable 1 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 2/Deliverable 1: Specifications Item 4.1.14.2.1: By end of the third month of the second year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 9    | Emergency Notification System -<br>Year 2/Deliverable 2 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 2/Deliverable 2: Specifications Item 4.1.14.2.2: By end of the third month of the second year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 10   | Emergency Notification System -<br>Year 2/Deliverable 3 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 2/Deliverable 3: Specifications Item 4.1.14.2.3: Throughout contract period (Year two): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 11   | Emergency Notification System -<br>Year 2/Deliverable 4 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 2/Deliverable 4: Specifications Item 4.1.14.2.4: Throughout contract period (Year 2): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 10 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 10 hours, and may not charge for any hours in addition to the 10).

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 12   | Emergency Notification System -<br>Year 3/Deliverable 1 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 3/Deliverable 1: Specifications Item 4.1.14.3.1: By end of the third month of the third year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 13   | Emergency Notification System -<br>Year 3/Deliverable 2 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 3/Deliverable 2: Specifications Item 4.1.14.3.2: By end of the third month of the third year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 14   | Emergency Notification System -<br>Year 3/Deliverable 3 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 3/Deliverable 3: Specifications Item 4.1.14.3.3: Throughout contract period (Year 3): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 15   | Emergency Notification System -<br>Year 3/Deliverable 4 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 3/Deliverable 4: Specifications Item 4.1.14.3.4: Throughout contract period (Year 3): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 16   | Emergency Notification System -<br>Year 4/Deliverable 1 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 4/Deliverable 1: Specifications Item 4.1.14.4.1: By end of the third month of the fourth year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 17   | Emergency Notification System -<br>Year 4/Deliverable 2 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 4/Deliverable 2: Specifications Item 4.1.14.4.2: By end of the third month of the fourth year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 18   | Emergency Notification System -<br>Year 4/Deliverable 3 |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 4/Deliverable 3: Specifications Item 4.1.14.4.3: Throughout contract period (Year 4): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 19   | Emergency Notification System -<br>Year 4/Deliverable 4 |     |            |            | \$109,900.00                |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :** Year 4/Deliverable 4: Specifications Item 4.1.14.4.4: Throughout contract period (Year 4): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

**Comments:** Total Cost for solution for 5 years



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

State of West Virginia  
 Request for Quotation  
 35 – Telecomm

Proc Folder: 705032

Doc Description: Addendum No.02 - RFQ for Emergency Notification System

Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-04-15  | 2020-04-23<br>13:30:00 | CRFQ 0506 BPH2000000003 | 3       |

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Anthony Rome  
 1500 MacCorkle Avenue SE,  
 Charleston, WV 25396  
 304-517-7110

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
 (304) 558-0067  
 brittany.e.ingraham@wv.gov

Signature X

FEIN #

DATE 4/23/2020

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

**ADDITIONAL INFORMATION:**

Addendum No.02 - The purpose of this addendum is to:

1. Provide vendor questions and agency response.

No other changes.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 1    | Emergency Notification System -<br>Year 1/Deliverable 1 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 1: Specifications Item 4.1.14.1.1: By the end of Week 1 of the first year of the contract: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by in-person meeting, a telephone conference call, or WebEx (or equal) type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. An in-person meeting must be conducted in Charleston, WV with CTP staff.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 2    | Emergency Notification System -<br>Year 1/Deliverable 2 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 2: Specifications Item 4.1.14.1.2: By end of the first month of the first year of the contract: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability. This also includes the provision of the vendor-supplied API Protocol, described under Section 4.1.9.11.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 3    | Emergency Notification System -<br>Year 1/Deliverable 3 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 3: Specifications Item 4.1.14.1.3: By end of the first month of the first year of the contract: Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 4    | Emergency Notification System -<br>Year 1/Deliverable 4 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 4: Specifications Item 4.1.14.1.4: By end of the first month of the first year of the contract: Vendor will develop initial user training curriculum/delivery mechanism and complete initial user training for State and LHDs as described above in this document in Section 4.1.12.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 5    | Emergency Notification System -<br>Year 1/Deliverable 5 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 5: Specifications Item 4.1.14.1.5: By end of the first month of the first year of the contract: Vendor will complete dry run performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

| INVOICE TO                       |         | SHIP TO                          |          |
|----------------------------------|---------|----------------------------------|----------|
| PURCHASING DIRECTOR 304-356-4116 |         | PURCHASING DIRECTOR 304-356-4116 |          |
| HEALTH AND HUMAN RESOURCES       |         | HEALTH AND HUMAN RESOURCES       |          |
| BPH - THREAT PREPAREDNESS        |         | BPH - THREAT PREPAREDNESS        |          |
| 505 CAPITOL ST, STE 200          |         | 505 CAPITOL ST, STE 200          |          |
| CHARLESTON                       | WV25301 | CHARLESTON                       | WV 25301 |
| US                               |         | US                               |          |

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6    | Emergency Notification System - Year 1/Deliverable 6 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 6: Specifications Item 4.1.14.1.6: From the first day of the second month of the first year of the contract through the end of contract (first year): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| INVOICE TO                       |         | SHIP TO                          |          |
|----------------------------------|---------|----------------------------------|----------|
| PURCHASING DIRECTOR 304-356-4116 |         | PURCHASING DIRECTOR 304-356-4116 |          |
| HEALTH AND HUMAN RESOURCES       |         | HEALTH AND HUMAN RESOURCES       |          |
| BPH - THREAT PREPAREDNESS        |         | BPH - THREAT PREPAREDNESS        |          |
| 505 CAPITOL ST, STE 200          |         | 505 CAPITOL ST, STE 200          |          |
| CHARLESTON                       | WV25301 | CHARLESTON                       | WV 25301 |
| US                               |         | US                               |          |

| Line | Comm Ln Desc   | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 7    | Emergency Notification System - Year 1/Deliverable 7 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 1/Deliverable 7: Specifications Item 4.1.14.1.7: From the first day of the second month of the first year of the contract through the end of contract (first year): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 15 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 15 hours, and may not charge for any hours in addition to the 15).

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 8    | Emergency Notification System -<br>Year 2/Deliverable 1 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 2/Deliverable 1: Specifications Item 4.1.14.2.1: By end of the third month of the second year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 9    | Emergency Notification System -<br>Year 2/Deliverable 2 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 2/Deliverable 2: Specifications Item 4.1.14.2.2: By end of the third month of the second year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 10   | Emergency Notification System -<br>Year 2/Deliverable 3 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 2/Deliverable 3: Specifications Item 4.1.14.2.3: Throughout contract period (Year two): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 11   | Emergency Notification System -<br>Year 2/Deliverable 4 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 2/Deliverable 4: Specifications Item 4.1.14.2.4: Throughout contract period (Year 2): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 10 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 10 hours, and may not charge for any hours in addition to the 10).

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 12   | Emergency Notification System -<br>Year 3/Deliverable 1 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 3/Deliverable 1: Specifications Item 4.1.14.3.1: By end of the third month of the third year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 13   | Emergency Notification System -<br>Year 3/Deliverable 2 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 3/Deliverable 2: Specifications Item 4.1.14.3.2: By end of the third month of the third year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 14   | Emergency Notification System -<br>Year 3/Deliverable 3 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 3/Deliverable 3: Specifications Item 4.1.14.3.3: Throughout contract period (Year 3): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 15   | Emergency Notification System -<br>Year 3/Deliverable 4 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 3/Deliverable 4: Specifications Item 4.1.14.3.4: Throughout contract period (Year 3): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 16   | Emergency Notification System -<br>Year 4/Deliverable 1 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 4/Deliverable 1: Specifications Item 4.1.14.4.1: By end of the third month of the fourth year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV25301<br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br>CHARLESTON WV 25301<br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 17   | Emergency Notification System -<br>Year 4/Deliverable 2 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 4/Deliverable 2: Specifications Item 4.1.14.4.2: By end of the third month of the fourth year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 18   | Emergency Notification System -<br>Year 4/Deliverable 3 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 4/Deliverable 3: Specifications Item 4.1.14.4.3: Throughout contract period (Year 4): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV25301<br><br>US |  | PURCHASING DIRECTOR 304-356-4116<br>HEALTH AND HUMAN RESOURCES<br>BPH - THREAT PREPAREDNESS<br>505 CAPITOL ST, STE 200<br><br>CHARLESTON WV 25301<br><br>US |  |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----|------------|------------|-------------|
| 19   | Emergency Notification System -<br>Year 4/Deliverable 4 |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 93131802  |              |               |         |

**Extended Description :**

Year 4/Deliverable 4: Specifications Item 4.1.14.4.4: Throughout contract period (Year 4): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                           | <u>Event Date</u> |
|-------------|--|-------------------|
| 1           | Technical Questions due by 10:00 AM ET | 2020-04-08        |

|                      | <b>Document Phase</b> | <b>Document Description</b>                            | <b>Page</b>     |
|----------------------|-----------------------|--|-----------------|
| <b>BPH2000000003</b> | <b>Final</b>          | Addendum No.02 - RFQ for Emergency Notification System | <b>10 of 10</b> |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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

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

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

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  
Revised 01/09/2020

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email:

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal (“RFP”) Responses Only:** 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 \_\_\_\_\_ 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

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.

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

**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. 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.

**13. 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.

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**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 Award Document 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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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.

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. 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.

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

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

**41. 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 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.

Revised 01/09/2020

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

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_  
Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

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

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division’s request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder’s subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.



**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

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

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



Regional Director

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(Name, Title)

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(Printed Name and Title)

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(Address)

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(Phone Number) / (Fax Number)

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(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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(Company)



Regional Director

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(Authorized Signature) (Representative Name, Title)

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(Printed Name and Title of Authorized Representative)

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(Date)

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(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) to establish a contract for managing the service to provide automated notifications of public health and medical emergency callouts and other critical information to members of various emergency and health preparedness response teams and public health partners throughout the State. The service must be capable of delivering messages throughout various communication mediums and provide the ability for staff from any of 55 local health department (LHD) agencies, specific DHHR Offices, and other select partners to place inbound calls to the service. The successful bidder must have enough capacity to provide 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) management of the service with minimal interruption.

**Note:** The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

**NOTE:** The WVDHHR has developed an EEO Utilization Report and it is available at: <http://intranet.wvdhhr.org/ops/EEO/forms/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

**Background:**

One of the critical capacity requirements of the Centers for Disease Control's (CDC) Public Health Emergency Preparedness initiative is to provide a method of rapid notification and communication for public health partners in an emergency. The type of emergency will determine who must be notified and what specific instruction must be given to a selected group. Because hundreds of personnel could potentially be involved in each notification, automation technology must be used to select who will be notified and what instructional message will be sent, to process and send the actual notification result. This will ensure that the appropriate personnel receive messages in a timely and efficient manner. West Virginia has been using a Rapid Notification System for over twelve (12) years.

- 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 managing the service to provide automated notification of public health and emergency callouts and other critical information to members of

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various emergency and health preparedness response teams and public health partners throughout the State as more fully described in these specifications.

**2.2 “Pricing Page”** means the pages, contained wvOASIS upon which Vendor should list its proposed price for the Contract Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1.** The successful vendor must have three (3) years minimum experience with rapid notification as evidenced by website information, business license, and/or other proof. Documentation demonstrating the Vendor meets this experience requirement should be included with the bid. This information will be required prior to award.

**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** In addition to the notification requirements described above, the service selected will also serve as the emergency alerting vehicle for dissemination of important alerts and warnings, including CDC’s Health Alert Network (HAN) messages. Information for alerting will be imported from existing databases or spreadsheets with remote update capability or will be separately built and loaded into the system from every West Virginia county as well as the Center for Threat Preparedness itself.

**4.1.2** The service selected must meet the following criteria: Must comply with all applicable Public Health Information Network (PHIN) certification requirements as articulated in the CDC Partner Communication and Alerting (PCA) Guide. The PCA Guide can be found at: [https://www.cdc.gov/phin/resources/guides/documents/PCA\\_Guide\\_v1\\_3.pdf](https://www.cdc.gov/phin/resources/guides/documents/PCA_Guide_v1_3.pdf)

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- 4.1.3** Continuous and uninterrupted availability of this service is critical. While it will not necessarily be used on a daily basis, the service must continuously be available for use in times of need. Accordingly, the service must be distributed across multiple call centers utilizing different telephone and bandwidth providers within the United States to minimize the likelihood that an outage in any geographic area or affecting a single provider would affect service availability. Security measures must be deployed to ensure all possible safeguards are in place to protect data in storage at each of the locations. The service must be able to automatically route calls over the least congested networks to ensure rapid message delivery. The service must have redundancy or servers in different geographical locations. **Frontier Response: Comply**
- 4.1.4** The successful vendor must include unlimited inbound or outbound calls in their bid. In addition, the system database must allow for unlimited names/contact information to be included. The current estimated number of names/contact information is sixty (60) organizations and sixteen-thousand-five-hundred (16,500) users. These numbers will fluctuate depending on many variables, including scope and acuity of the incident, length of time the incidents plays out and other factors. Vendor will provide the agencies needs whether it be less or greater than the current estimates. **Frontier Response: Generally, yes as it pertains to outbound calls as long as usage is not deemed excessive. Unsure what unlimited inbound calls refers to.**
- 4.1.5** The successful vendor shall agree to work with the current vendor (Juvare) to ensure a timely, accurate, and complete transition of the project operations. The successful vendor selected must import existing data from the West Virginia Public Health Alert System (WVPHAlert), the incumbent emergency notification system (all call groups from each user location in counties and State) into the new system within thirty (30) calendar days of contract award effective start date. If the incumbent system is not available to export existing call group data from the state and LHDs, then the successful vendor must rebuild all the call groups from each of those agencies within thirty (30) calendar days of contract award effective start date. This would include personal interaction with staff from each of the agencies and any technical assistance needed.

**Frontier Response: Comply**

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**4.1.6** The successful bidder shall ensure the new system is fully operational within thirty (30) calendar days of contract award effective start date.

**Frontier Response: Comply**

**4.1.7** The successful bidder shall cooperate with the agency and any subsequent vendor should the contract, which is the subject of this RFQ, be terminated, and to deliver any and all electronic files, documentation, and associated work products to the Agency within thirty (30) days of receipt of notice of contract termination. The format for exporting data from the terminated vendor's current system to the new successful bidders' system will be provided upon award. **Frontier Response: Comply**

**4.1.8** The successful bidder's service must provide for secure transmission of notification messages and report results back to the West Virginia State Center for Threat Preparedness or other designated facility. The service center must also have multiple points of communication from contact requests including, the internet (with or without a Virtual Private Network (VPN)), a dedicated dial-up line, and a private peering network).

**Frontier Response: This type functionality can be built upon publicly available**

**API's. Access to the service is only available through the internet.**

**4.1.9** Each of the following service functionalities are mandatory requirements of the successful bidder:

**4.1.9.1** Must have the capability to send notifications rapidly via multiple communication mediums utilizing assigned roles; (Must be able to use both "land lines" and mobile phone, fax, instant messaging, and Simple Mail Transmission Protocol (SMTP) Short Message Service (SMS) messaging such as email, alphanumeric papers and other wireless devices.)

**Frontier Response: Support all but fax**

**4.1.9.2** Must be capable of delivering customized messages, both the content and the delivery mechanism, to each individual, and in the case of voice messages using a text-to-speech engine to dynamically create the messages.

**Frontier Response: Comply**

**4.1.9.3** Must have the ability to send the notification to one device and if there is no answer within a specified timeframe, as determined by the type of incident, send the notification to the next device listed in the user's profile. This includes being able

**Frontier Response: Do not comply**

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to select which phone device the message is being sent to (i.e. cell phone vs. work phone vs. home phone). This process must continue until contact attempts for all listed devices defined in the user's profile are exhausted. The message initiator must have the ability to require the system to continue contact attempts until contact is successful. **Frontier Response: Do not comply**

**4.1.9.4** Must allow the user's profile to contain delivery device preference order based on at least two self-defined timeframes; (Example: Call pager first on Monday – Friday, 8:00 A.M. – 5:00 P.M. EST and home phone first at all other times. Call mobile phone second at all times.) **Frontier Response: Do not comply**

**4.1.9.5** Must be able to deliver notifications based on prioritization of individuals/roles (i.e. send to those in more authority first, then other users.) **Frontier Response: Do not comply**

**4.1.9.6** Must have the capacity to notify predefined groups and “on-the-fly” ad-hoc groups, not only by name, but by all fields (i.e. roles, agency worked for, geographic location, and political jurisdiction). **Frontier Response: Only name is supported. Custom fields are not supported**

**4.1.9.7** Must have the capacity to notify ‘subgroups’ (i.e. group(s) within a group.) **Frontier Response: Subgroups or group nesting is not supported**

**4.1.9.8** Must have the capacity to select individuals even if they are not in a group or subgroup. **Frontier Response: Comply**

**4.1.9.9** Must have capability of multiple administrators; three hundred fifty (350) at a minimum. **Frontier Response: Comply**

**4.1.9.10** System must allow for agency control over the number and type of call groups, when necessary. **Frontier Response: Comply**

**4.1.9.11** Must initiate a broadcast directly from another application through an Application Program Interface (API) protocol solution (supplied by the successful vendor) so that contact **Frontier Response: Comply**

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data can be maintained in another system and broadcasts can be initiated directly from another application. This process should be provided through a web-services API using a standards-based SOA (service oriented architecture). In addition to initiating the broadcast, the API should also handle cancellation and status of the notification. **Frontier Response: Comply**

- 4.1.9.12** Must allow for the activation of alerts via the Internet or telephone; security must be in place to only permit a notification request from specific, predefined phone numbers and systems user identification accounts. Additionally, a log of notification requests from any source, successful or not, must be maintained in the system (not through manual logging) and made available as an automated report.  
**Frontier Response: Internet via secure WebApp or secure MobileApp are supported. Reports are not automated**
- 4.1.9.13** System must provide immediate receipt confirmation for each notification. Results of the notification and confirmation must be available through live, on-line inquiry and through historical reports. **Frontier Response: Comply**
- 4.1.9.14** For emergency notification, notification recipients must have the capability of replying to the call or calling back into the system (not to a person) and reporting their availability for emergency response. The system must be able to record their responses and include their availability in reports back to the sender. The service must be able to receive at least twenty-five (25) inbound calls per minute. The service must have no set number of outbound calls or messages to receive per minute.  
**Frontier Response: Only supported with Confirmation Requests attached to notifications. Call-in functionality not supported**
- 4.1.9.15** Must provide the capability to access reports via both the internet and fax. Reports must be available in real-time for emergency notification and within user-defined time periods for non- emergency notifications, allowing for ongoing status reports of those notified. Reports will include calling results and time of results, such as individual reached, message left, no-answer, number out-of-service, etc., and, for emergency notification, will include responder reported availability.  
**Frontier Response: Internet only**

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- 4.1.9.16** Must have capability for the sender to schedule notification to be sent at a later time and/or date. **Frontier Response: Comply**
- 4.1.9.17** Must allow for multiple layers of authorization/authority. Multiple authorized users may be able to send a non-emergency notification via e-mail or fax, but only those with approved authority can send emergency notifications.  
**Frontier Response:Internet only**
- 4.1.9.18** Must be able to have multiple layers of administrator rights as to what access is given. (i.e. view, change, add, and notify rights determined by the State office). **Frontier Response: Comply**
- 4.1.9.19** Must have the capability of producing reports identifying costs for use by notification event, individual sender, and/or organization. **Frontier Response:Do not comply**
- 4.1.9.20** Must have the ability to send multiple notifications at the same time to the same or different recipients. **Frontier Response: Comply**
- 4.1.9.21** Must have the ability to provide login audit tracking.  
**Frontier Response: Comply**
- 4.1.9.22** Must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information. **Frontier Response: Comply**
- 4.1.9.23** Must have the ability to customize the telephone number display (caller identification (ID) for voice messages and the email addresses for text messages. **Frontier Response: Comply**
- 4.1.9.24** Must have the ability to override call-blocking.  
**Frontier Response:Do not comply**
- 4.1.9.25** Must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail. **Frontier Response: Comply**

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**4.1.10** Support for the successful bidder's services must be available 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) via telephone and the Internet. **Frontier Response:Internet only**

**4.1.11** Due to the emergency use of this system, routine maintenance, system upgrades or emergency repairs for system degradation or failure must be managed in as expeditious a process as possible. Routine maintenance and system upgrades must be done outside the hours of 6:00am – 6:00pm EST Monday through Friday (unless system maintenance can be completed in a phased approach without loss of system integrity). Agency must be notified in advance of routine maintenance and system upgrades. Emergency interventions must be initiated immediately (within one hour) upon discovery of a problem and every effort must be made to complete repairs or provide appropriate temporary system-wide solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime. Problem resolution must be applied when the resolution/solution is found and not wait to be applied during a scheduled routine update. **Frontier Response: Comply**

**4.1.12** The successful bidder must include three (3) levels of training.

**4.1.12.1** Initial training: The successful bidder must provide on-site training on the use of the bidder's service/system for up to three hundred fifty (350) administrators at a minimum. This training must be completed within thirty (30) calendar days of contract award effective start date. Training facilities with computers will be provided by the State in or near Charleston, WV. Training materials will become the property of the State to copy at will for additional users. **Frontier Response: Comply**

**4.1.12.2** Update training: The successful bidder must provide training when updates or changes are made to the system, if those changes mandate new ways to operate the systems. This training can be provided via web training, CD, DVD, or other electronic media as approved by the Agency.

**Frontier Response: Comply**

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**4.1.12.3** New User training. The successful bidder must provide a way for later added users to obtain Initial training, such as web training, CD, DVD, or other electronic media as approved by the Agency. **Frontier Response: Comply**

**4.1.13** WVDHHR's Responsibilities To Contract:

**4.1.13.1** The Center for Threat Preparedness will collaborate with the vendor and will serve as the point of contact. Additionally, they will:

**4.1.13.1.1** Meet by the end of Week 1 of the first year of the contract with the vendor to develop project plan.

**4.1.13.1.2** Provide vendor with contact person/address/phone number for each LHD and other agency that has call groups to be loaded into system (or built).

**4.1.13.1.3** Provide location for training, with computers for use.

**4.1.13.1.4** Meet quarterly with vendor to discuss project status, receive updates on technological or contract upgrades/revisions.

**4.1.13.1.5** Provide drills/exercises to test system's performance.

**4.1.14** Deliverables, Scope of Work and Timeframe:

**4.1.14.1** YEAR 1

**4.1.14.1.1** Deliverable 1: By the end of Week 1 of the first year of the contract: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by in-person meeting, a telephone conference call, or "web ex" type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate

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implementation process. An in-person meeting must be conducted in Charleston, WV with CTP staff.

- 4.1.14.1.2** Deliverable 2: By end of Week 4 of the first year of the contract: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability. This also includes the provision of the vendor-supplied API Protocol, described under Section 4.1.9.11.
- 4.1.14.1.3** Deliverable 3: By end of Week 4 of the first year of the contract: Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.
- 4.1.14.1.4** Deliverable 4: By end of Week 4 of the first year of the contract: Vendor will develop initial user training curriculum/delivery mechanism and complete initial user training for State and LHDs as described above in this document in Section 4.1.12.
- 4.1.14.1.5** Deliverable 5: By end of Week 4 of the first year of the contract: Vendor will complete “dry run” performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.
- 4.1.14.1.6** Deliverable 6: Week 4 - through the end of contract: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity

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and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

**4.1.14.1.7** Deliverable 7: Week 4 – through the end of contract: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated **15** hours of technical assistance per month.

**4.1.14.2 Optional Renewal YEAR 2**

**4.1.14.2.1** Deliverable 1: By end of month 3 of the second year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 “web ex” presentations or 1 reproducible DVD.

**4.1.14.2.2** Deliverable 2: By end of month 3 of the second year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 “web ex” presentations or one reproducible DVD.

**4.1.14.2.3** Deliverable 3: Throughout contract period: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

**4.1.14.2.4** Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact

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by State or Local staff at an estimated **10** hours of technical assistance per month.

**4.1.14.3 Optional Renewal YEAR 3**

**4.1.14.3.1** Deliverable 1: By end of month 3 of the third year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 “web ex” presentations or 1 reproducible DVD.

**4.1.14.3.2** Deliverable 2: By end of month 3 of the third year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 “web ex” presentations or one reproducible DVD.

**4.1.14.3.3** Deliverable 3: Throughout contract period: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

**4.1.14.3.4** Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated **5** hours of technical assistance per month.

**4.1.14.4 Optional Renewal YEAR 4**

**4.1.14.4.1** Deliverable 1: By end of month 3 of the fourth year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12.

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Training to be provided via 2 “web ex” presentations or 1 reproducible DVD.

**4.1.14.4.2** Deliverable 2: By end of month 3 of the fourth year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 “web ex” presentations or one reproducible DVD.

**4.1.14.4.3** Deliverable 3: Throughout contract period: Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

**4.1.14.4.4** Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated 5 hours of technical assistance per month.

**4.1.14.5** Vendor should provide with its bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this Contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor’s bid.

## **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 that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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**Bids will be evaluated based on Total Bid Amount. Contract Award will be made for Year 1 costs only, with subsequent Years' costs added only upon agreed and approved renewal change order.**

**5.2 Pricing Page:** Vendor should complete the Pricing Page by filling out the cost of each deliverable listed on the Pricing Pages per Year and any deliverables with a zero price should be listed as such. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 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:** Vendor shall invoice for Contract Service Deliverables provided in arrears and shall submit no more than one invoice monthly. Agency shall pay upon receipt of invoice as shown below and on the Pricing Pages for all Contract Service Deliverables performed and accepted under this contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**Year 1, Deliverables 1 – 5:** Total cost of completed Deliverables accepted by Agency.

**Year 1, Deliverables 6 – 7:** Monthly cost of Deliverables accepted by Agency.

**Year 2, Deliverables 1 – 2:** Total cost of completed Deliverables accepted by Agency.

**Year 2, Deliverables 3 – 4:** Monthly cost of Deliverables accepted by Agency.

**Year 3, Deliverables 1 – 2:** Total cost of completed Deliverables accepted by Agency.

**Year 3, Deliverables 3 – 4:** Monthly cost of Deliverables accepted by Agency.

**Year 4, Deliverables 1 – 2:** Total cost of completed Deliverables accepted by Agency.

**Year 4, Deliverables 3 – 4:** Monthly cost of Deliverables accepted by Agency.

Vendor must submit invoices to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices must be in a form approved by the Agency and shall include a monthly activity log. Vendor will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Agency reserves the right to reject any or all invoices for which proper documentation has not been

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provided. Vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

**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.

**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.

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

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate 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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Frontier Communications Address: 1500 Maccorkle Ave SE  
Charleston, WV 25396

Name of Authorized Agent: Anthony Rome Address: 502 E Main St. Clarksburg, WV 26301

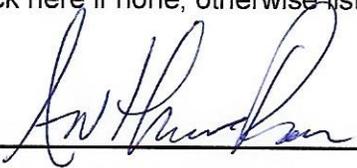
Contract Number: 304-517-7110 Contract Description: Director

Governmental agency awarding contract: WV Lottery

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**  
 Check here if none, otherwise list entity/individual names below.
  
2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**  
 Check here if none, otherwise list entity/individual names below.
  
3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**  
 Check here if none, otherwise list entity/individual names below.

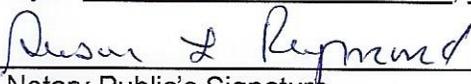
Signature:  Date Signed: 6/26/2019

**Notary Verification**

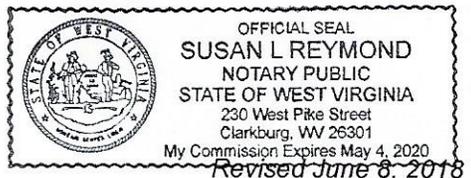
State of WV, County of Harrison:

I, Anthony Rome, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 28<sup>th</sup> day of June, 2019.

  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Frontier Communications

Authorized Signature: [Signature] Date: 9/26/19

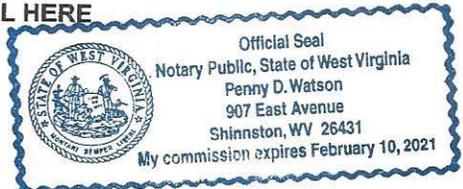
State of WV

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of September, 2019.

My Commission expires 2/10, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** [Signature]

Itemized Pricing Expires On: 4/9/2020

| CPE Material        |                   |   |            |                      |
|---------------------|-------------------|---|------------|----------------------|
| QTY                 | Part #            | Description   | Unit Price | Total Price          |
| 1                   | SS-CPF-6          | One-Time Onboarding Fee - TIER 6  | 5,500.00   | 5,500.00             |
| 20000               | SS-5YR-MOB-TIER 6 | InformaCast Mobile - 5 Year Subscription - TIER 6 (Qty 10,000 - 24,950) | 5.00       | 100,000.00           |
| 40.00               | Labor             | Implementation Labor  |            | 4,400.00             |
| <b>Total Price:</b> |                   |   |            | <b>\$ 109,900.00</b> |

\* All work to be performed during normal business hours Monday through Friday between 8:00am and 5:00pm