

BID RECEIVED LATE

BUYER

Robert C. Wegner

WITNESS

Tara Kyle

08/15/13 09:05:50 AM

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

DISQUALIFIED

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitation publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understood, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wy.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

CERTIFICATION AND SIGNATURE PAGE

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

Carr Concrete Corp.
(Company)

Keith Hostelac
(Authorized Signature)

Keith Hostelac, Project Manager
(Representative Name, Title)

304-464-4441 304-464-4013
(Phone Number) (Fax Number)

8-13-13
(Date)

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

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

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

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

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

purchasing agency tenders the initial payment to Vendor.

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

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports 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.
51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one-tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above; when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
BPH14009 Prefabricated Communications Buildings

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health, Office of Emergency Medical Services to establish a statewide contract for the purchase of various prefabricated concrete buildings for the Statewide Medical Command Communications and Interoperable Radio System, all State Agencies, Political Subdivisions and municipalities. The intention is to award one contract; however, if judged to be in the best interest of the State of West Virginia, the award may be split.
2. **DEFINITIONS:** The terms listed shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as BPH14009.
 - 2.4 "ARRA" means *American Recovery and Reinvestment Act of 2009*. This project will be partially financed with ARRA Funds. Vendor shall be required to adhere to the provisions outlined in the "Supplemental Contract Provisions ARRA Funding" document attached hereto as Exhibit B.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items shall meet or exceed the mandatory requirements specific to each Item described below, as well as, the General Mandatory Requirements for all Items as described in Section 3, Subsection 2 below.
 - 3.1.1 **Single Prefabricated Building:** 10' wide x 10' long x 10' high
 - 3.1.1.1 Must be a 10' wide x 10' long x 10' high single building
 - 3.1.1.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.1.3 Must have two 2-tonne communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.1.4 Must include two 1/2" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system

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- 3.1.1.5 Must include two 1/4" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries
- 3.1.1.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
- 3.1.2 Single Prefabricated Building: 10' wide x 20' long x 10' high
 - 3.1.2.1 Must be a 10' wide x 20' long x 10' high single building
 - 3.1.2.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.2.3 Must have two 2-ton communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.2.4 Must include two 1/4" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system
 - 3.1.2.5 Must include two 1/4" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.2.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
- 3.1.3 Single Prefabricated Building: 10' wide x 24' long x 10' high
 - 3.1.3.1 Must be a 10' wide x 24' long x 10' high single building
 - 3.1.3.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.3.3 Must have two 2-ton communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.3.4 Must include two 1/4" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system
 - 3.1.3.5 Must include two 1/4" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.3.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
- 3.1.4 Single Prefabricated Building: 12' wide x 20' long x 10' high
 - 3.1.4.1 Must be a 12' wide x 20' long x 10' high single building
 - 3.1.4.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.4.3 Must have two 2-ton communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.4.4 Must include two 1/4" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system
 - 3.1.4.5 Must include two 1/4" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries

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- 3.1.4.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
- 3.1.5 Double Long Prefabricated Building: 10' wide x 20' long x 10' high
 - 3.1.5.1 Must be a 10' wide x 20' long x 10' high double long building in two 10' x 10' sections
 - 3.1.5.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.5.3 Must have two 2-ton communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.5.4 Must include two 1/2" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system
 - 3.1.5.5 Must include two 1/2" x 4" x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.5.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
 - 3.1.5.7 Must include cost for factory representative to provide all special applications work onsite to connect the two 10' x 10' sections together including all caulking, bolting of structures, and final trim
- 3.1.6 Double Wide Prefabricated Building: 24' wide x 30' long x 10' high
 - 3.1.6.1 Must be a 24' wide x 30' long x 10' high double wide building in two 12' x 10' sections
 - 3.1.6.2 Must include three 12-hole waveguide entry points with caps
 - 3.1.6.3 Must have two 5-ton communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag controller
 - 3.1.6.4 Must include three 1/2" x 4" x 20" interior grounding bus bars that will connect to the halo grounding system
 - 3.1.6.5 Must include three 1/2" x 4" x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.6.6 Must include four runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
 - 3.1.6.7 Must include cost for factory representative to provide all special applications work onsite to connect the two 12' x 10' sections together including all caulking, bolting of structures, and final trim

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BPH14009 Prefabricated Communications Buildings

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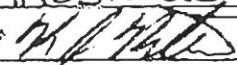
- 3.1.7 Double Wide Prefabricated Building: 20' wide x 20' long x 10' high
 - 3.1.7.1 Must be a 20' wide x 20' long x 10' high double wide building in two 10' x 20' sections.
 - 3.1.7.2 Must include three 12-hole waveguide entry points with caps
 - 3.1.7.3 Must have two 5-tonne communications HVAC units with 3.0 low hsear for redundant environment control with a lead/lag controller
 - 3.1.7.4 Must include three 1/2" x 4" x 20" interior grounding bus bare that will connect to the halo grounding system
 - 3.1.7.5 Must include three 1/2" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.7.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
 - 3.1.7.7 Must include cost for factory representative to provide all special applications work onsite to connect the two 10' x 20' sections together including all caulking, bolting of structures, and final trim
- 3.1.8 Single Prefabricated Building: 10' wide x 12' long x 10' high
 - 3.1.8.1 Must be a 10' wide x 12' long x 10' high single building
 - 3.1.8.2 Must include two 12-hole waveguide entry points with caps
 - 3.1.8.3 Must have two 2-tonne communications HVAC units with 3.0 low heat for redundant environment control with a lead/lag-controller
 - 3.1.8.4 Must include two 1/2" x 4" x 20" interior grounding bus bare that will connect to the halo grounding system
 - 3.1.8.5 Must include two 1/2" x 4 x 20" exterior grounding bus bars that will be attached at the waveguide port entries
 - 3.1.8.6 Must include two runs of 18" UL listed heavy duty cable trays, that are mounted 7' off floor with transverse connectors between runs at each end of the building
 - 3.1.8.7 Must have a shed bottom on I beam
- 3.2 General Mandatory Requirements: All Prefabricated Buildings must meet or exceed all of the following General Mandatory Requirements.
 - 3.2.1 All Prefabricated Buildings must have a minimum one-year warranty
 - 3.2.2 All Prefabricated Buildings must meet Underwriters Laboratories (UL), Federal Communications Commission (FCC), and Institute of Electrical and Electronics Engineers (IEEE) standards.

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EXHIBIT A
PRICING PAGE - BPH14009

Contract Item	Description	Estimated Annual Quantity	Unit Price	Extended Price
3.1.1	Single Prefabricated Building: 10' wide x 10' long x 10' high	5	\$47,513 ⁰⁰ plus freight	\$237,565 ⁰⁰ plus freight
3.1.2	Single Prefabricated Building: 10' wide x 20' long x 10' high	10	\$52,797 ⁰⁰ plus freight	\$527,970 ⁰⁰ plus freight
3.1.3	Single Prefabricated Building: 10' wide x 24' long x 10' high	5	\$59,022 ⁰⁰ plus freight	\$295,110 ⁰⁰ plus freight
3.1.4	Single Prefabricated Building: 12' wide x 20' long x 10' high	5	\$55,765 ⁰⁰ plus freight	\$278,825 ⁰⁰ plus freight
3.1.5	Double Long Prefabricated Building: 10' wide x 20' long x 10' high	10	\$45,026 ⁰⁰ plus freight	\$450,260 ⁰⁰ plus freight
3.1.6	Double Wide Prefabricated Building: 24' wide x 30' long x 10' high	5	\$177,066 ⁰⁰ plus freight	\$885,330 ⁰⁰ plus freight
3.1.7	Double Wide Prefabricated Building: 20' wide x 20' long x 10' high	5	\$527,970 ⁰⁰ plus freight	\$2,639,850 ⁰⁰ plus freight
3.1.8	Single Prefabricated Building: 10' wide x 12' long x 10' high	5	\$48,926 ⁰⁰ plus freight	\$244,630 ⁰⁰ plus freight
OVERALL TOTAL:				\$3,898,974 ⁰⁰ plus freight

- * Estimated Annual Quantities are for bid evaluation purposes only.
- * Delivery of Prefabricated Buildings must be within eight (8) weeks after receipt of order.
- * The contract will be awarded to the Vendor meeting the mandatory requirements with the lowest overall total cost.
- * Freight charges shall be included in the Vendor's price.

Vendor Name: Carr Concrete Corp	Vendor Rep: Keith Hostelac
Vendor Address: P.O. Box 265	Phone: 304-464-4441 x316
City, State, Zip: Waverly, WV 26184	Fax: 304-464-4013
Email: khostelac@carrconcrete.com	
Signature: 	
Date: 8-13-13	

* Freight to be based on \$8/G.P.S. Mile

Exhibit B BPH14009

SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING

The Contractor is hereby notified that this project will be financed with American Recovery and Reinvestment Act of 2009 (hereinafter, "ARRA") Funds.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American Provision**Use of American Iron, Steel, and Manufactured Goods**

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1805)

Wage Rate Provision

(This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII - Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities))

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by, and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1806)

Exhibit B BPH14009**Limit on Funds**

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1804)

Disclosure of Fraud or Misconduct

Each recipient of sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

Contractor Data Reporting

The contractor must provide the WV Department of Health and Human Resources with their D-U-N-S number if available, or otherwise the name and zip code of the contractor's headquarters. Contractors are not required to obtain a D-U-N-S number.

Reporting Jobs Creation

Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. The WV Department of Health and Human Resources will not accept statistical sampling methods to estimate the number of jobs created and retained. All recipients must report a direct and comprehensive count of jobs, as specified by OMB guidance M-10-8. See Section 5.3 of the OMB guidance for more information on calculating jobs, including job estimation examples.

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.
- c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

For the full OMB guidance on reporting jobs creation, please visit:

http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf

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Exhibit B BPH14009

SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING

Not later than 5 days after the end of each month, contractor must submit reports containing the following information for month just ended:

1. This purchase order/contract number.
2. The total amount of ARRA funds under this contract/purchase order.
3. The amount of ARRA funds that was obligated for projects or activities for month just ending including:
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of jobs created and the number of jobs retained by the project or activity.
4. The amount of ARRA funds that was expended for projects or activities for month just ending including:
 - e. The name of the project or activity;
 - f. A description of the project or activity;
 - g. An evaluation of the completion status of the project or activity; and
 - h. An estimate of the number of jobs created and the number of jobs retained by the project or activity.
5. Detailed information on any sub-contracts made by the contractor including:
 - The name and address of the entity receiving the sub-contract;
 - The amount of the sub-contract;
 - The transaction type and description; and
 - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number.
6. The amount of unobligated/unexpended contract/purchase order balance.

Reports must be submitted via fax, Email, or mail to the following contact/address. Emailed reports are encouraged to ensure timeframe constraint.

WV Department of Health and Human Resources
Bureau for Public Health, Central Finance
Attention: Becky Surface, Finance Director
350 Capitol Street, Room 206
Charleston, West Virginia 25304
becky.a.surface@wv.gov
Telephone: 304-356-4090
Fax: 304-558-1773

I agree to the above provisions.

Carr Concrete Corp.
Vendor Name

Keith Hostelac
Authorized Vendor Representative (please print)

[Signature]
Authorized Vendor Representative Signature

8-13-13
Date

Rev. 07/12

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☒ Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §81-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Carr Concrete Corp

Signed: [Signature]

Date: 8-13-13

Title: Project Manager

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RFQ No. BPH14009STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: Carr Concrete Corp
Authorized Signature: [Signature] Date: 8-13-13

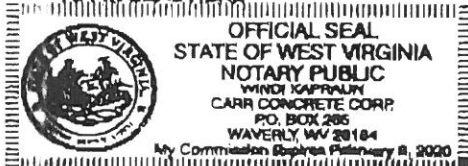
State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 13 day of August, 2013

My Commission expires Feb. 8, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

Windi Kapraun

Purchasing Affidavit (Revised 07/01/2012)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. BPH14009

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.

Carr Concrete Corp
Company

[Signature]
Authorized Signature

8-13-13
Date

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