

Comsearch Qualifications Document

for

STATE OF WEST VIRGINIA



COMSEARCH
A CommScope Company

05/28/15 09:57:33
WV Purchasing Division

WV Oasis

Transaction Number: 20150518100968

Status: CompletedOk

Amount: \$125.00

Company Name: Comsearch

Name: Denise Finney

Address: 19700 Janelia Farm Blvd

Ashburn VA 20147

Phone: 703-726-5825

e-Mail: jmckinne@comsearch.com

Card Holder: Jill McKinney

Card Type: Master Card

Card: xxxxxxxxxxxx9944

*Your bank statement will show WV Treasury for this transaction

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CommScope Technologies, LLC

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > **C**
 Other (see instructions) >
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

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

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

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	6	-	2	0	9	2	7	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person > *Dennis Finney* Date > *3-2-2015*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



May 27, 2015

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

RE: Solicitation # DPS1500000024

Comsearch is pleased to respond to the State of West Virginia Solicitation DPS1500000024 for Microwave Engineering Services. Comsearch has been a provider of Microwave Interference Analysis, Coordination and Frequency Protection Services for nearly 40 years. Comsearch has a team of experienced engineering experts that can provide engineering services in a timely professional manner. Comsearch has provided engineering services for microwave paths for WVA Office of EMS for many years. A dedicated senior engineer will be assigned to your projects. Comsearch also has a team of Customer Service Representatives available to receive and process your orders.

The following attachments are included:

Comsearch qualifications document

Bid Pricing Sheet

Terms and Conditions

Certification and signature page

Purchasing Affidavit

Verification of Registration

W9

We appreciate the opportunity to provide you with this information and look forward to assisting you with this project. If you have any questions or require additional information, I can be reached at 703-726-5650 or dfinney@comsearch.com.

Comsearch


Denise Finney

Manager, Customer Service

Spectrum Management Solutions

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Introduction

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

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

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

Microwave Services Work Process

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

Microwave Frequency Engineering / Inter-System Interference Analysis

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

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

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

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

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

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

Microwave Frequency Coordination

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

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

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

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

FCC Licensing for Microwave Systems

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

Typical Filing Process

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

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

Other Considerations

Quiet / Exclusion Zone Coordination Assistance

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

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Regulatory Advocacy

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

Database Manager for FCC's 70-90 GHz bands

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

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

Sampling of Recent Major Projects

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

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Additional Resources

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

THE COMSEARCH PROTECTION DIFFERENCE

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

Comsearch Databases

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

Comsearch Software

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

Comsearch Engineering Expertise

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

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Comsearch Path Fade Margin Protection

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

Comsearch Service Reporting

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

Customer Service

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

**REQUEST FOR QUOTATION
CRFQ – DPS150000024
FREQUENCY COORDINATION SERVICES**

CRFQ DPS150000024

Pricing Pages

Item #	Location	Estimated Annual Requests	Unit Price	Extended Price
4.1.1.1	Microwave frequency coordination, Interference Analysis (Single frequency)	5	\$ 375	\$ 1875
4.1.1.2	Microwave frequency coordination, Prior coordination, 1 ST path	5	\$ 100	\$ 500
4.1.1.3	Microwave frequency coordination, each additional path	5	\$ 25	\$ 125
4.1.1.4	Microwave frequency coordination, Minor changes and modifications	2	\$ 300	\$ 600
4.1.1.5	Microwave frequency coordination, Prior coordination, No response.	2	\$ 100	\$ 200
4.1.1.6	Microwave frequency coordination, 6 month renewal notice, 1 st path	2	\$ 300	\$ 600
4.1.1.7	Microwave frequency coordination, Verbal coordination – expedited.	2	\$ No charge	\$ —
4.1.1.8	Microwave frequency coordination, Verbal coordination, each additional	2	\$ No charge	\$ —
4.1.1.9	Microwave frequency coordination, Frequency Protection	100	\$ Per path \$ 24 per year	\$ 2400
4.1.1.10	Microwave frequency coordination, License Audits- Quarterly reports on COC and license renewal dates	2	\$ No charge	\$ —
4.1.1.11	Microwave frequency coordination, Interference Analysis	2	\$ 375	\$ 750

**REQUEST FOR QUOTATION
CRFQ – DPS150000024
FREQUENCY COORDINATION SERVICES**

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Denise Finney
Telephone Number: 703-726-5650
Fax Number: 703-726-5595
Email Address: dfinney@comsearch.com

**REQUEST FOR QUOTATION
CRFQ - DPS1500000024
FREQUENCY COORDINATION SERVICES**

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

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. "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.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

~~for~~

~~This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.~~

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

32. 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.

33. 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.

34. 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.

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

- 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.

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.

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 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:
- 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, 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.

Comsearch
(Company)

[Signature] Authorized Secretary
(Authorized Signature) (Representative Name, Title)

703 726 5641 5/18/15
(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

Authorized Signature:  Date: 5/18/15

State of VIRGINIA

County of LOUDOUN, to-wit:

Taken, subscribed, and sworn to before me this 18 day of MAY, 2015.

My Commission expires 9-30, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC 
Purchasing Affidavit (Revised 07/01/2012)