



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

Request for Quotation

RFQ NUMBER
BPH11085

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - STATE TRAUMA &
 EMERGENCY MEDICAL SYSTEM
 190 HART FIELD ROAD
 MORGANTOWN, WV
 26505 304-581-2900

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/29/2010				

BID OPENING DATE: 12/01/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	906-29	OPEN-END BLANKET CONTRACT		
				VARIOUS MICROWAVE ANTENNAS, LINES AND ACCESSORIES		
				<p>TO PROVIDE THE WVDHHR STATE TRAUMA & EMERGENCY MEDICAL SYSTEM WITH AN OPEN END CONTRACT FOR THE PURCHASE OF VARIOUS MICROWAVE ANTENNAS, LINES AND ACCESSORIES FOR THE CONTINUED BUILD OUT AND MAINTENANCE OF THE STATEWIDE MEDICAL COMMAND MICROWAVE COMMUNICATIONS AND INTEROPERABLE RADIO SYSTEM THAT INCLUDES RF COMMUNICATIONS CARRIED ON ITS CURRENT MICROWAVE INFRASTRUCTURE PER THE ATTACHED SPECIFICATIONS.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
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GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						
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<p>AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/15/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST</p>						

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<p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

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 5

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BPH11085-----</p> <p>BID OPENING DATE:--12/1/2010-----</p> <p>BID OPENING TIME:--1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ BPH11085 ***** TOTAL:</p>						

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REQUEST FOR QUOTATION WV DHHR STEMS RFQ#BPH11085

The West Virginia Department of Health and Human Resources (DHHR), Bureau of Public Health (BPH), State Trauma and Emergency Medical System, (STEMS), hereinafter referred to as the "Agency," desires to establish an open-end contract for the purchase of various microwave antennas, lines and accessories to serve remote radio sites. The Agency is responsible for operating the Statewide Medical Command System that includes RF communications carried on its current microwave infrastructure. Other entities of West Virginia state government as well as counties, municipalities and Public Safety Agencies shall be able to piggy back on this contract with prior approval from the Agency.

1.0 GENERAL INFORMATION

- 1.1 Vendor quoted amounts shall include freight and shipping costs F.O.B. to destination to any West Virginia location. Specifically, no additional charges shall be quoted for shipping.
- 1.2 Vendor must complete the entire price list quote sheet and include the lowest catalog list price, the percent discount, and the quoted price on the sheet.
- 1.3 If percent discount differs for other categories of equipment, then the vendor must include the percent discount for each category of equipment.
- 1.4 The percent discount for the sample sheet of items must be the same percent discount for that category of equipment in the catalog percent discount quote.
- 1.5 Andrew part numbers are listed to assist in product identification but equivalent parts may be quoted from other manufacturers as long as the other manufacturer is specifically noted and certified as equivalent.
- 1.6 Vendor should attach a current catalog price list.
- 1.7 The percent discount from list shall remain the same during the entire contract period, including any renewals.
- 1.8 Assorted Microwave dishes shall be priced in terms such as 1 – 50, 51 – 100, 101 – 150 etc.
- 1.9 Waveguide shall be quoted per foot in terms such as 1 – 5 miles, 5 – 10 miles and 10 – 15 miles etc.
- 1.10 Accessories shall be priced in lots to indicate price breaks per volume ordered.
- 1.11 Items listed are not to be construed to be the only items needed. The list represents the most frequently utilized items. It is the intent of the State to utilize the entire catalog of like items.

- 1.12 Each quotation must contain, at a minimum, technical documentation including literature sufficient for an effective evaluation of the equipment being proposed.
- 1.13 If, for any reason, before final acceptance, the equipment is found to be defective or not as warranted and/or contracted for, WV DHHR BPH STEMS may refuse to accept it and the Bidder shall be so advised and shall be required to correct the defective equipment within a reasonable time as defined by WV DHHR BPH STEMS. All costs relating thereto, including freight, shall be at Bidder's own expense.
- 1.14 Award of this contract will go to a single vendor who meets all of the specifications as outlined in this RFQ at the lowest price.
- 1.15 The contents of the submission of the successful Bidder shall be considered as contractual obligations. Failure to meet these obligations may result in voidance of the contract.
- 1.16 The Agency will issue a State contract order form to the vendor for items covered by this contract with item quantities and location for delivery.
- 1.17 Payment to vendor will be made following delivery of equipment ordered once a final and complete invoice is received. Invoice must include copies of actual freight invoice. Payment will be made within 60 days of invoice upon agency approval and acceptance.

2.0 DETAILED SPECIFICATIONS FOR MICROWAVE ANTENNAS, LINES AND ACCESSORIES

- 2.1 See "Attachment A"

MANUFACTURER: COMMSCOPE/ANDREW CORPORATION ; or equivalent										
Item	Totals	Unit	Size	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
1	8	ea	4ft	HPX	5.9 - 6.4	HPX4-59-P3A/A		\$		3.2 m / 8ft High Performance Parabolic Shielded Antenna, dual-polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack, 1 inboard strut incl
2	6	ea	6ft	STD DPF	5.9 - 6.4	520919-4		\$		Feed, dual-polarized, replaces single pole feed for PARX6-59 standard antenna, becomes PARX6-59
3	14	ea	6ft	STD DPF	5.9 - 6.4	PARX6-59-P3A/A		\$		1.8 m / 6 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, molded gray radome with flash, standard pack - one-piece reflector - Strut included: 1 inboard, Strut optional: 1 Outboard
4	3	ea	6ft	HP DPF	5.9 - 6.4	Z03668-2		\$		Feed, dual-polarized, replaces single pole feed for HPE-59 High Perf Antenna, as HPX6-59
5	1	ea	6ft	HP DPF	5.9 - 6.4	HPX6-59-P3A/K		\$		1.8m / 6 ft High Perf Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack, 3-piece reflector - Cat A, 1 inboard strut incl, opt outboard strut
5.1	1	ea	6ft	SHD DPF	5.9 - 6.4	HSX6-59-P3A/B		\$		1.8m / 6 ft High Performance Super High XPD Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector
5.2	4	ea	6ft	UHP DPF	5.9 - 6.4	UHK6-59-P3A/L		\$		1.8m / 6 ft Ultra High Performance XPD Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector
6	3	ea	8ft	STD DPF	5.9 - 6.4	520919-6		\$		Feed, dual-polarized, replaces single pole feed for PAR8-59 standard antenna, becomes PARX8-59
7	6	ea	8ft	STD DPF	5.9 - 6.4	PARX8-59-P3A		\$		2.4 m / 8ft Parabolic Unshielded Antenna for Relocation FCC Cat A dual-polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, molded gray radome with flash, standard pack - one-piece reflector - FCC Cat A Order struts extra 1 inboard, 1 Outboard
8	5	ea	8ft	HP DPF	5.9 - 6.4	Z03668-4		\$		Feed, dual-polarized, replaces single pole feed for HPE-59 High Performance Antenna, becomes HPX8-59
9	1	ea	8ft	HP DPF	5.9 - 6.4	HPX8-59-P3A		\$		2.4m / 8ft High Performance Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, FCC Cat A CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector - FCC Cat A - Strut included, 1 inboard, 1 outboard Strut optional 2 Outboard
10	1	ea	8ft	HP DPF	5.9 - 6.4	HPX8-59-P3M				2.4m / 8ft High Performance Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, FCC Cat A CPRI37G, gray antenna, enhanced white radome with flash, standard pack - two-piece reflector - FCC Cat A - Strut included, 1 inboard, 1 outboard Strut optional 2 Outboard
10.1	4	ea	8ft	SHD DPF	5.9 - 6.4	HSX8-59-P3A		\$		2.4m / 8 ft Super High DPF Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector
10.2	5	ea	8ft	UHP DPF	5.9 - 6.4	UHX8-59-P3A		\$		2.4m / 8 ft Ultra High Performance DPF Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector
11	4	ea	10ft	STD DPF	5.9 - 6.4	PARX10-59-P7A		\$		3.0m / 10 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, with flash, standard pack - one-piece reflector-Strut included: 1 inboard, Strut optional: 2 Outboard. Order molded radome separately to be included with UNIPAK shipping option
11.1	2	ea	10ft	STD DPF	5.9 - 6.4	520939-3		\$		Feed, dual-polarized, replaces single pole feed for PAR10-59 standard antenna, becomes PARX10-59
11.2	2	ea	10ft	HP DPF	5.9 - 6.4	HSX10-59-P3A		\$		3.0m / 10 ft High Performance Super High XPD Parabolic shielded Antenna dual polarized, 5.925 - 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector
12	2	ea	6ft	STD WB DPF	5.9 - 7.1	PARX6-59W-P3A/A (PN Discontinued)		\$		1.8m / 6 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 5.925 - 7.125 GHz, CPRI37G, gray antenna, molded gray radome with flash, standard pack - one-piece reflector - Strut included: 1 inboard, Strut optional: 1 Outboard
13	7	ea	6ft	UHP DPF	5.9 - 7.1	UHX6-59W-P3A/B		\$		1.8m / 6 ft Ultra High Performance Parabolic shielded Antenna dual polarized, 5.925 - 7.125 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack - one-piece reflector - FCC Cat A

Item	Totals	Unit	Site	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
14	7	ea	8ft	STD WB DPF	5.9 - 7.1	PARX8-59W-PXA			\$	2.4m / 8 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 5.925-7.125 GHz, CPRI37G, gray antenna, molded gray radome with flash, standard pack—one-piece reflector - side struts order extra 1 Inboard, 1 Outboard
15	12	ea	8ft	UHP DPF	5.9 - 7.1	UHXB-59W-P3A			\$	2.4m / 8 ft Ultra High Performance Parabolic shielded Antenna dual polarized, 5.925-7.125 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - FCC Cat A. Struts included 1 Inboard 1 Outboard. Optional Struts 2 Outboard
16	3	ea	10ft	STD WB DPF	5.9 - 7.1	PARX10-59W-P7A			\$	3.0m / 10 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 5.925-7.125 GHz, CPRI37G, gray antenna, molded gray radome with flash, standard pack—one-piece reflector - strut included 1 Inboard, struts optional 2 Outboard. Order molded radome separately to be included with UNIPAK shipping option
17	3	ea	10ft	UHP DPF	5.9 - 7.1	UHX10-59W-P3A			\$	3.0m / 10 ft Ultra High Performance Parabolic shielded Antenna dual polarized, 5.925-7.125 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - FCC Cat A. Struts included 1 Inboard 1 Outboard. Optional struts 2 Outboard
18	4	ea	10ft	UHP DPF	5.9 - 7.1	UHX10-59W-P3M			\$	3.0m / 10 ft Ultra High Performance Parabolic Shielded Antenna, dual-polarized, 5.925-7.125 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—two-piece reflector - FCC Cat A - Struts included: 1 Inboard, 1 Outboard, Optional Struts: 2 Outboard
19	4	ea	6ft	HP DPF	6.4 - 7.1	HPX6-65-P1A/F			\$	1.8m / 6 ft High Performance Parabolic shielded Antenna dual polarized, 6.425-7.125 GHz, FCC Cat B CPRI37G, gray antenna, standard white radome with flash, standard pack—one-piece reflector - Strut included, 1 Inboard, strut optional 1 Outboard
20	3	ea	6ft	STD DPF	6.4 - 7.1	SZ0609-1			\$	Feed, dual-polarized, replaces single pole feed for PAR6-65 standard antenna, becomes PARX6-65
21	5	ea	8ft	STD DPF	6.4 - 7.1	PARX8-65-PXA			\$	2.4m / 8 ft High Performance Parabolic Unshielded Antenna for relocation, FCC CAT A dual-polarized, 6.425-7.125 GHz, - CPRI37G, gray antenna, molded gray radome with flash, standard pack—one-piece reflector - order Struts extra: 1 Inboard, 1 Outboard
22	2	ea	8ft	HP DPF	6.4 - 7.1	HPX8-65-P3A			\$	2.4m / 8 ft High Performance Parabolic Shielded Antenna, dual-polarized, 6.425-7.125 GHz, FCC CAT A - CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - Struts included: 1 Inboard, 1 Outboard, Optional Struts: 2 Outboard
23	2	ea	10ft	STD DPF	6.4 - 7.1	PARX10-65-P7A			\$	3.0m / 10 ft Parabolic Unshielded Antenna for Relocation-FCC Cat A, dual-polarized, 6.425-7.125 GHz, CPRI37G, gray antenna with flash, standard pack—one-piece reflector - struts included 1 Inboard, struts optional 2 Outboard. Order molded radome separately to be included with UNIPAK shipping option
24	3	ea	10ft	HP DPF	6.4 - 7.1	HPX10-65-P3A			\$	3.0m / 10 ft High Performance Parabolic Shielded Antenna, dual-polarized, 6.425-7.125 GHz, FCC CAT A - CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - Struts included: 1 Inboard, 1 Outboard, Optional Struts: 2 Outboard
25	3	ea	2.5ft	HP DPF	10.0 - 10.7	VHLPX2.5-10W-6GR			\$	0.8m / 2.5ft ValueLine High Performance Low profile antenna, dual polarized, 10.00-10.70 GHz, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 0, struts optional: 0
26	2	ea	4ft	HP DPF	10.0 - 10.7	VHLPX4-10W-6GR/A			\$	1.2m / 4ft ValueLine High Performance Low profile antenna, dual polarized, 10.00 - 10.70 GHz, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut : 1 Inboard
27	4	ea	6ft	HP DPF	10.0 - 10.7	VHLPX6-10W-6GR/B			\$	1.8m / 6ft ValueLine High Performance Low profile antenna, dual polarized, 10.00 - 10.70 GHz, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut : 1 Inboard

MANUFACTURER: COMMISSCOPE/ANDREW CORPORATION - or equivalent										
Item	Totals	Unit	Site	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
28	3	ea	2ft	HP DPF	10.7 - 11.7	VHLPX2-11-6GR			\$	0.6m / 2 ft ValuLine® High Performance Low Profile Antenna, dual-polarized, 10.700-11.700 GHz, FCC Cat B, CPR90G, gray antenna, polymer gray radome without flash, standard pack—one-piece reflector - Struts included: 0, Struts Optional: 0
29	2	ea	2.6ft	HP DPF	10.7 - 11.7	VHLPX800-11-6GR			\$	800mm / 2.6ft ValuLine High Performance Low Profile Antenna, dual polarized, 10.700 - 11.700 GHz, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 0 Inboard, optional strut : 0 Inboard
30	2	ea	4ft	HP DPF	10.7 - 11.7	VHLPX4-11-6GR/B			\$	1.2m / 4ft ValuLine High Performance Low Profile Antenna, dual polarized, 10.700 - 11.700 GHz, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut: 1 Inboard
31	2	ea	6ft	STD DPF	10.7 - 11.7	PXLB-107-P7A/D			\$	1.8m / 6ft standard parabolic low VSWR unshielded antenna, dual polarized, 10.700 - 11.700 GHz, Cat B, CPR90G gray antenna with flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut : 1 Inboard
32	2	ea	6ft	HP DPF	10.7 - 11.7	204561-17			\$	Feed, dual-polarized, replaces single pole feed for HP6-107 high performance antenna, becomes HPK6-107
33	2	ea	6ft	HP DPF	10.7 - 11.7	VHLPX6-11-6GR/A			\$	1.8m / 6ft ValuLine High Performance Low Profile Antenna, dual polarized, 10.700 - 11.700 GHz, FCC Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut : 1 Inboard
33.2	2	ea	6ft	HP DPF	10.7 - 11.7	HSX6-107-P3A/A			\$	1.8m / 6ft High Performance Super High XPD Parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, CPR90G gray antenna enhanced white radome with flash, standard pack one piece reflector.
33.3	2	ea	6ft	UHK6-107	10.7 - 11.7	UHK6-107-P3A/K			\$	1.8m / 6ft Ultra High Performance Parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, CPR90G gray antenna enhanced white radome with flash, standard pack one piece reflector.
34	2	ea	8ft	STD DPF	10.7 - 11.7	PXLB-107-P7A			\$	2.4m / 8ft standard parabolic low VSWR unshielded antenna, dual polarized, 10.700 - 11.700 GHz, Cat A, CPR90G gray antenna with flash, standard pack one piece reflector. Struts included: 0, optional strut : 1 Inboard, 1 outboard
35	2	ea	8ft	HP DPF	10.7 - 11.7	HPX8-107-P3A			\$	2.4m / 8ft High Performance parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, Cat A, CPR90G gray antenna, enhanced white radome with flash, standard pack one piece reflector. Struts included: 1 Inboard, 1 outboard. Side strut optional 2 outboard
35.1	4	ea	8ft	HP DPF	10.7 - 11.7	HSX8-107-P3A			\$	2.4m / 8ft High Performance Super High XPD parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, CPR90G gray antenna, enhanced white radome with flash, standard pack one piece reflector.
35.2	2	ea	8ft	UHK8-107	10.7 - 11.7	UHK8-107-P3A			\$	2.4m / 8ft Ultra High Performance parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, CPR90G, gray antenna, enhanced white radome with flash, std pack - one piece reflector
36	2	ea	2ft	HP DPF	17.7 - 19.7	VHLPX2-18-1GR/B			\$	0.6m / 2ft ValuLine® High Performance Low Profile Antenna, dual-polarized, 17.700-19.700 GHz, FCC Cat A, UG-595/U modified, gray antenna, polymer gray radome without flash, standard pack—one-piece reflector - Strut included: 0, Strut optional: 0
37	2	ea	2.5ft	HP DPF	17.7 - 19.7	VHLPX2.5-18-1GR			\$	0.8m / 2.5ft ValuLine® High Performance Low Profile Antenna, dual-polarized, 17.700-19.700 GHz, FCC Cat A, UG-595/U modified, gray antenna, polymer gray radome without flash, standard pack—one-piece reflector - Strut included: 0, Strut optional: 0
38	2	ea	3ft	HP DPF	17.7 - 19.7	VHLPX3-18-1GR				1.0m / 3 ft ValuLine® High Performance Low Profile Antenna, dual-polarized, 17.700-19.700 GHz, FCC Cat A, UG-595/U modified, gray antenna, polymer gray radome without flash, standard pack—one-piece reflector - Strut included: 0, Strut optional: 1 Inboard
39	2	ea	4ft	HP DPF	17.7 - 19.7	VHLPX4-18-1GR/A			\$	1.2m / 4ft ValuLine High Performance Low Profile Antenna, dual polarized, 17.700 - 19.700 GHz, Cat A, UG595/U modified gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 Inboard, optional strut : 1 outboard

MANUFACTURER: COMMISSCOPE/ANDREW CORPORATION - or equivalent										
Item	Totals	Unit	Site	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
40	2	ea	8ft			R6E			\$	Extra strength molded gray radome without flash
41	2	ea	8ft			R6F			\$	Extra strength molded gray radome without flash
42	2	ea	10ft			391938			\$	Extra strength molded gray radome without flash
43	0	Note							\$	Struts: Antennas include one or two side struts, depending on model. Where one side strut is supplied, it includes a stainless steel threaded rod fine azimuth adjustment. Where two side struts are supplied, one is adjustable (has fine azimuth adjustment) and the other is fixed (adjustable but without fine azimuth adjustment).
44	10	ea	61-in	Inboard		VSTRUT-P3MIT			\$	Inboard Side Strut Kit for 4 ft and 6 ft microwave antennas, fixed
45	10	ea	10.5ft	Inboard		520570-10			\$	Inboard Side Strut Kit for 8ft, 10ft, and 12 ft microwave antennas, adjustable, includes azimuth adjustment kit
46	17	ea	10.5ft	Inboard		520570-1			\$	Inboard Side Strut Kit for 4 ft and 6 ft microwave antennas, fixed
47	93	ea	10.5ft	Outboard		520570-3			\$	Outboard Side Strut Kit for 8ft, 10ft, and 12ft microwave antennas, fixed
48	34	ea	5.0ft	Bottom		520570-5			\$	Bottom strut kit for 8ft, 10ft, and 12ft microwave antennas, fixed
49	124	ea		Strut Collar		520477			\$	Strut collar assembly provides tower interface and strut securement point
50	124	ea		Strut Bracket		520568			\$	Reflector Strut Bracket Kit - Provides attachment point for fixed strut
51	10	ea		Adj Kit		520569			\$	Reflector Strut Bracket Kit - Provides attachment point for fixed strut
52	11044	ft		EW-52	5.9 - 6.4	EW-52			\$	Azimuth Adjustment Kit - Allows fine movement of antenna during alignment
53	10120	ft		EW-63	5.9 - 7.1	EW-63			\$	EW63, HELIAX* Standard Elliptical Waveguide, 5.925-7.125 GHz, black PE Jacket
54	360	ft		EW-90	10.2 - 11.7	EW-90			\$	EW90, HELIAX* Standard Elliptical Waveguide, 10.2-11.7 GHz, black PE Jacket
55	0	ft		EW-180	17.3 - 19.7	EW-180			\$	EW180, HELIAX* Standard Elliptical Waveguide, 10.2-11.7 GHz, black PE Jacket
56	128	ea		EW-52	5.9 - 6.4	2525E			\$	Connector, fixed-tuned for EW-52 waveguide
57	96	ea		EW-63	5.9 - 7.1	1635E			\$	Connector, fixed-tuned for EW-63 waveguide
58	8	ea		EW-90	10.2 - 11.7	1905E			\$	Connector, fixed-tuned for EW-90 waveguide
59	6	ea		EW-180	17.7 - 19.7	11805C			\$	Connector, Fixed-tuned UG-595/U for elliptical waveguide 180
60	112	ea		CPRI37G	6.2/6.7	55001-137			\$	Pressure window, EIA flange CPRI37G
61	4	ea		CPRI90G	10.2 - 10.7	55001-90			\$	Pressure window, EIA flange CPRI90G
62	4	ea		EW-52	17.7 - 19.7	55000A-42			\$	Pressure Window for WR42, 17.7-19.7 GHz, mates to UG-595A/U
63	4	ea		EW-52		33544-38			\$	Connector Reattachment kit for elliptical waveguide 52
64	4	ea		EW-52		45594-1528			\$	Hardware Kit for 152 or 252 Connectors
64.1	4	ea		CPRI37G		39099-137			\$	Standard Termination Load for unused dual feed port
64.2	4	ea		CPRI90G		39099-90			\$	Standard Termination Load for unused dual feed port
65	4	ea	12-in	CPRI37G	6.2/6.7	F137CC51			\$	Flexible Twist for WR137, 5.85-8.2 GHz, with interface types CPRI37G and CPRI137G, 300 mm
66	4	ea	24-in	CPRI37G	6.2/6.7	F137CC52			\$	Flexible Twist for WR137, 5.85-8.2 GHz, with interface types CPRI37G and CPRI137G, 600 mm
67	112	ea	36-in	CPRI37G	6.2/6.7	F137CC53			\$	Flexible Twist for WR137, 5.85-8.2 GHz, with interface types CPRI37G and CPRI137G, 900 mm
68	4	ea	12-in	CPRI90G	10.2 - 10.7	F090CCA1			\$	Flexible Twist for WR90, 10.2-10.7 GHz, with interface types CPRI90G and CPRI90G, 300 mm
69	4	ea	24-in	CPRI90G	10.2 - 10.7	F090CCA2			\$	Flexible Twist for WR90, 10.2-10.7 GHz, with interface types CPRI90G and CPRI90G, 600 mm
70	4	ea	36-in	CPRI90G	10.2 - 10.7	F090CCA3			\$	Flexible Twist for WR90, 10.2-10.7 GHz, with interface types CPRI90G and CPRI90G, 900 mm
71	4	ea	12-in	CPRI90G	10.7 - 11.7	F090CCB1			\$	Flexible Twist for WR90, 10.7-11.7 GHz, with interface types CPRI90G and CPRI90G, 300 mm
72	4	ea	24-in	CPRI90G	10.7 - 11.7	F090CCB2			\$	Flexible Twist for WR90, 10.7-11.7 GHz, with interface types CPRI90G and CPRI90G, 600 mm
73	4	ea	36-in	CPRI90G	10.7 - 11.7	F090CCB3			\$	Flexible Twist for WR90, 10.7-11.7 GHz, with interface types CPRI90G and CPRI90G, 900 mm
74	4	ea	12-in	UG-595/U - UG596/U	17.7 - 19.7	F042AB51			\$	Flexible Twist for WR42, 17.7-19.7 GHz, with interface types UG-595/U and UG-596/U, 300 mm (.848/ft)

MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent

Item	Totals	Unit	Size	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
75	4	ea	24-in	UG-595/U - UG596/U	17.7 - 19.7	F042A852			\$	Flexible Twist for WR42, 17.7-26.5 GHz, with interface types UG-596A/U and UG-595/U, 600 mm (.808/ft)
76	4	ea	36-in	UG-595/U - UG596/U	17.7 - 19.7	F042A853			\$	Flexible Twist for WR42, 17.7-26.5 GHz, with interface types UG-596A/U and UG-595/U, 900 mm (.808/ft)
77	4	ea	10-in	Rigid	5.9 - 7.1	D137CCSG			\$	Rigid 90-deg step-twist, CPR137G flange ea end
78	4	ea	12-in	Rigid	5.9 - 7.1	D137CCAG			\$	Rigid 90-deg step-twist, 12-in CPR137G flange ea end, gray
79	200	Pkg of 10				31758A			\$	Angle Adapter, standard, 3/8 in tapped hole
80	384	Pkg of 10		EW-52		EW5H-52			\$	Universal Snap-in Hanger for elliptical waveguide 52
81	100	Pkg of 10		EW-52		42396A-8			\$	Butterfly Hanger for elliptical waveguide 52
82	340	Pkg of 10		EW-63		EW5H-63			\$	Universal Snap-in Hanger for elliptical waveguide 63
83	5	Pkg of 10		EW-63		42396A-7			\$	Butterfly Hanger for elliptical waveguide 63
84	5	Pkg of 10		EW-90		EW5H-90			\$	Universal Snap-in Hanger for elliptical waveguide 90
85	5	Pkg of 10		EW-90		42396A-5			\$	Butterfly Hanger for elliptical waveguide 90
86	5	Pkg of 10		EW-180		EW5H-180			\$	Universal Snap-in Hanger for elliptical waveguide 180
87	5	Pkg of 10		EW-180		43211A			\$	Butterfly Hanger for 1/2 in or 3/8 in coaxial cable and elliptical waveguide 180
88	456	ea	5ft	2-Hole		220498			\$	Grounding kit, 60" cable with 2-hole factory attached lug.
89	74	Pkg of 10		2-Hole		241088-1			\$	Lug, 2-hole, clamp, for grounding cable cut in field to length
90	5	ea	2ft	2-Hole		241088-4			\$	Grounding kit, 24" cable with 2-hole factory attached lug.
91	5	ea	24-in	2-Hole		241088-2			\$	Grounding kit, 24" cable with 2-hole factory attached lug.
92	5	ea				245311			\$	Saw Guide for elliptical waveguide 52, ensures proper cutoff length for flare
93	5	ea				245312			\$	Saw Guide for elliptical waveguide 90, ensures proper cutoff length for flare
94	5	ea				EW8TK-2			\$	Bending tool kit for elliptical waveguides 90 to 240
95	5	ea				EW8TK-1			\$	Flaring Tool Kit for elliptical waveguide 52
96	5	ea				EWFTK-52			\$	Flaring Tool Kit for elliptical waveguide 52
97	5	ea				EWFTK-63			\$	Flaring Tool Kit for elliptical waveguide 63
98	5	ea				204919			\$	Flaring Tool Kit for elliptical waveguide 90
99	112	ea		EW-57/63		204939			\$	Flaring Tool Kit for elliptical waveguide 180
100	4	ea		EW-90		24312A			\$	Lace-up Hoisting Grip for 1-5/8 in coaxial cable and elliptical waveguide EW 52, and 63
101	4	ea		EW-180		29958			\$	Lace-up Hoisting Grip for 1/2 in coaxial cable and elliptical waveguide 90
102	4	ea		EW-63		43094			\$	Lace-up Hoisting Grip for 1/2 in coaxial cable and elliptical waveguide 180 and 220
103	4	ea	1-Port	EW-52		163D2			\$	Connector Splice for elliptical waveguide 63
104	4	ea	1-Port	EW-52		245314-52			\$	Single Entrance Panel for elliptical waveguide 52, includes boot
105	4	ea	1-Port	EW-63		245314-63			\$	Single Entrance Panel for elliptical waveguide 63, includes boot
106	4	ea	1-Port	EW-90		245314-90			\$	Single Entrance Panel for elliptical waveguide 90, includes boot
107	38	ea	4-Port	EW-180		245314-180			\$	Single Entrance Panel for elliptical waveguide 180, includes boot
108	6	ea	8-Port	Aluminum		204673-4			\$	4 Port Entrance Panel, 1 x 4, includes caps
109	6	ea	12-Port	Aluminum		204673-8			\$	8 Port Entrance Panel, 2 x 4, gray, includes caps
110	68	ea	4-in	EW-52		204673-12			\$	12 Port Entrance Panel, 3 x 4, gray, includes caps
111	48	ea	4-in	EW-63		WGB4-52			\$	Boot Assembly, 4 in, for elliptical waveguide 52
						WGB4-63			\$	Boot Assembly, 4 in, for elliptical waveguide 63

MANUFACTURER: COMINSCOPE/ANDREW CORPORATION - or equivalent										
Item	Totals	Unit	Size	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
112	4	ea	4-in	EW-90		WG84-90			\$	Boot Assembly, 4 in, for elliptical waveguide 90
113	12	ea	4-in	EW-180		WG84-180			\$	Boot Assembly, 4 in, for elliptical waveguide 180
114	5	ea	<60RF3	Auto Membrane		MT0508-81015			\$	Dryline® Dehydrator, low-pressure membrane, 19 in rack mountable, 3.0— 5.0 psig, with discrete alarm: Low Pressure, 115/230 Vac, 50/60 Hz, auto-detecting.
115	15	ea	<60RF3	Auto Membrane		MT0508-81315			\$	Dryline® Dehydrator, low-pressure membrane, 19 in rack mountable, 3.0— 5.0 psig, with discrete alarm: Excess Run, High Humidity, Low Pressure, Power Fail 115/230 Vac, 50/60 Hz, auto-detecting.
116	15	ea		Wall Mount		AE01D-016S8-100			\$	Dehydrator Wall Shelf for MT0508 dehydrator
117	15	ea	3/8 in	poly tubing		AE01C-00640-025			\$	Polyethylene Tube, black, 3/8 in OD x 3/16 in wall x 25 ft (7.62 m) roll
118	38	ea		Panel		DP-AA-001			\$	4-port Distribution Panel, 19 in rack mountable, 25 ft of tubing per port, includes installation kit
119	10	ea		2-Port		L6600D-2			\$	2-port Distribution Manifold, wall mountable, 0—5.0 psig, 25 ft of tubing per port
120	10	ea		4-Port		L6600D-4			\$	4-port Distribution Manifold, wall mountable, 0—5.0 psig, 25 ft of tubing per port
121	10	ea		2-Port		6600D-2			\$	2-port Distribution Manifold, wall mountable, 0—15.0 psig, 25ft of tubing ea per port
122	5	ea		4-Port		6600D-4			\$	4-port Distribution Manifold, wall mountable, 0—15.0 psig, 25 ft of tubing per port
123	5	ea		6-Port		6600D-6			\$	6-port Distribution Manifold, wall mountable, 0—15.0 psig, 25ft of tubing per port
124	15	ea		Wall Mount		AE01A-D1338-001			\$	Wall Mount Low-Pressure Adjustable ea Regulator And Gauge 1-5 psig
						Grand Total			\$	

The above numbers are sample estimates only. The actual number ordered may be more or less.
 Award of this contract will go to a single vendor who meets all of the specifications as outlined in this RFQ at the lowest price.

RFQ No. BPH11085

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.