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TYPE NAME/ADDRESS HERE

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

Request for Quotation

BPH11127

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES BPH - STATE TRAUMA & EMERGENCY MEDICAL SYSTEM 190 HART FIELD ROAD

MORGANTOWN, WV

26505 304-581-2900

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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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304-558-0067

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

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REQUEST FOR QUOTATION

WV DHHR Office of EMS RFQ# BPH11127

The West Virginia Department of Health and Human Resources (DHHR), Bureau of Public Health (BPH), Office of Emergency Medical Services (OEMS), Division of Medical Communications, 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 within the state of West Virginia 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 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 must 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 Accessories shall be priced in lots to indicate price breaks per volume ordered.
- 1.9 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.
- 1.10 Each quotation must contain, at a minimum, technical documentation including literature sufficient for an effective evaluation of the equipment being proposed.

- 1.11 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 OEMS 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 OEMS. All costs relating thereto, including freight, shall be at Bidder's own expense.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 Payment to vendor will be made following delivery of equipment ordered once a final and complete invoice is received. Payment will be made within 60 days of invoice upon agency approval and acceptance.
- 1.16 WV BPH OEMS may place orders that will be paid for with ARRA funds. The successful vendor must agree to and sign the attached ARRA statement. Any order placed with ARRA funds will be noted on the purchase order.

2.0 DETAILED SPECIFICATIONS FOR MICROWAVE ANTENNAS, LINES AND ACCESSORIES

2.1 See Attachment A

3.0 ARRA Fund Agreement

3.1 See Attachment B

AANO	FACTUR	TER: CO	MMSCC	PE/ANDREW (CORPORATI	MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent				
# E	Totals	Unit	Size	Туре	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
H	00)	ea	4ft	ж	5.9 - 6.4	HPX4-59-P3A/A			- \$	1.2 m / 4ft High Performance Parabolic Shielded Antenna, dual-polarized, 5.925— 6.425 GHz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack, 1 inbrd strut incl
7	9	еэ	e#	STD DPF	5.9 - 6.4	520919-4			- \$	Feed, dual-polarized, replaces single pole feed for PAR6-59 standard antenna, becomes PARX6-59
3.1	92	ea	6ft	STD DPF	5.9 - 6.4	PARX6-59PXA/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	m	69	eff.	HP DPF	5.9 - 6.4	2-898602			. \$	Feed, dual-polarized, replaces single pole feed for HPG-59 high perf antenna, as HPXG-59
ις.	1	ea	6ft	HP DPF	5.9 - 6.4	НРХ6-59-РЗД/К			•	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, 1-piece reflector - Cat A, I inbrd strut inc), opt outbrd strut
5.1	erl	ea	6ft	SHP DPF	5.9 - 6.4	H\$X6-59-P3A/B			\$	1.8m / 6 ft High Performance Super High XPD Parabolic shielded Antenna dual polanzed, 5.925—6.425 Ghz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector
5.2	4	63	6ft	UHP DPF	5.9 - 6.4	UHX6-59-P3A/L			. \$	1.8m / 6 ft Ulta 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
9	6	69	뜛	STD DPF	5.9 - 6.4	520919-6			. \$	Feed, dual-polarized, replaces single pole feed for PAR8-59 standard antenna, becomes PARX8-59
7	9	ea	₩	STD OPF	5.9 - 6.4	PARX8-59-PXA			•	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
∞	r.	ea	뜛	HP DPF	5.9 - 6.4	203868-4			\$.	Feed, dual-polarized, replaces single pole feed for HP8-59 high performance antenna, becomes HPX8-59
6	-	6 93	#	HP OPF	5.9 - 6.4	HPX8-59-P3A			•	2.4m / 8ft High Performance Parabolic shielded Antenna duai polarized, 5.925—5.425 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
22	4	ea ea	ቘ	SHP DPF	5.9 - 6.4	HSX8-59-P3A			. \$	2.4m / 8 ft Super High DPF Parabolic shielded Antenna dual polarized, 5.925—5.425 Gnz, CPR137G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector
10.1	N	89	#	UHP DPF	5.9 - 6.4	UHX8-59-P3A			•	2.4m / 8 ft Ultra High Performance DPF Parabolic shielded Antenna duai polanzed, 5.925—6.425 Ghz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector

PRICE Per Cent Extended S S S S S S S S S	MAN	JFACTU	RER: CO	MMSCO	IPE/ANDREW C	CRPORATI	MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent				
4 ea 10ft STD DPF 5.9-6.4 PARX10-59-P7A \$ 2 ea 10ft HP DPF 5.9-6.4 HSX10-59-P3A \$ 2 ea 6ft STD WB DPF 5.9-7.1 PARX6-59W-PXA/A 7 ea 6ft UHP DPF 5.9-7.1 PARX8-59W-PXA/A \$ 12 ea 8ft STD WB DPF 5.9-7.1 UHX6-59W-P3A/B \$ 13 ea 10ft STD WB DPF 5.9-7.1 UHX6-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 4 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 4 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 4 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ 5 5 ea 10ft STD WB DP	ftem	Totals	Unit	Size	Туре	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
2 ea 10ft STD DPF 5.9-6.4 HSX10-59-P3A \$ 2 ea 10ft HP DPF 5.9-6.4 HSX10-59-P3A \$ 7 ea 6ft UHP DPF 5.9-7.1 UHX6-59W-PXA/A \$ 7 ea 8ft UHP DPF 5.9-7.1 UHX6-59W-PXA/B \$ 12 ea 8ft UHP DPF 5.9-7.1 UHX6-59W-PXA/B \$ 3 ea 10ft STD WB DPF 5.9-7.1 UHX8-59W-PXA \$ 3 ea 10ft STD WB DPF 5.9-7.1 UHX8-59W-PXA \$ 3 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$ 4 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$	Ħ	4	e G	10ft	STO 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 0Hz, 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
2 ea 10ft HP DPF 5.9 - 6.4 H5X10-59-PAA \$ 2 ea 6ft STD WB DPF 5.9 - 7.1 (PN Discontinued) 7 ea 6ft UHP DPF 5.9 - 7.1 UHX6-59W-PXA/A 12 ea 8ft STD WB DPF 5.9 - 7.1 UHX8-59W-PXA \$ 3 ea 10ft STD WB DPF 5.9 - 7.1 UHX8-59W-P3A \$ 3 ea 10ft UHP DPF 5.9 - 7.1 UHX10-59W-P3A \$ 4 ea 10ft UHP DPF 5.9 - 7.1 UHX10-59W-P3A \$	11.1	2	B	10ft	STD DPF	5.9 - 6.4	520939-3			•	Feed, dual-polarized, replaces single pole feed for PAR10-59 standard antenna, becomes PARX10-59
2 ea 6ft STD WB DPF 5.9 - 7.1 (PN Discontinued) \$ - 8	11.2	<u> </u>	ea	10ft	нр брғ	5.9 - 6.4	H5X10-59-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
7 ea 6ft UHP DPF 5.9-7.1 UHX6-59W-P3A/B \$ - 7 ea 8ft STD WB DPF 5.9-7.1 PARX8-59W-PXA \$ - 12 ea 8ft UHP DPF 5.9-7.1 UHX8-59W-P3A \$ - 3 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ - 3 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$ - 4 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$ - 5 - 6 - 6 - 7 UHX10-59W-P3A \$ - 8 - 8 - 8 - 8 - 9 -	12	7	ea	9 4	STO WB DPF	5.9 - 7.1	PARX6-59W-PXA/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
7 ea 8ft STD WB DPF 5.9-7.1 PARX8-59W-PXA \$ - 12 ea 8ft UHP DPF 5.9-7.1 UHX8-59W-P3A \$ - 13 ea 10ft STD WB DPF 5.9-7.1 UHX10-59W-P3A \$ - 13 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$ - 13 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3A \$ - 13 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3M \$ - 13 ea 10ft UHP DPF	13		2	#	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.
12 ea 8ft UHP DPF 5.9 - 7.1 UHXB-59W-P3A \$ 3 ea 10ft STD WB DPF 5.9 - 7.1 PARXIO-59W-P7A \$ 3 ea 10ft UHP DPF 5.9 - 7.1 UHXIO-59W-P3A \$ 4 ea 10ft UHP DPF 5.9 - 7.1 UHXIO-59W-P3M \$	14		6	幺	STD WB DPF		PARX8-59W-PXA			4	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
3 ea 10ft STD WB DPF 5.9-7.1 PARXIO-59W-P7A \$ 3 ea 10ft UHP DPF 5.9-7.1 UHXIO-59W-P3A \$ 4 ea 10ft UHP DPF 5.9-7.1 UHXIO-59W-P3M \$	13	22	8	#	UHP DPF	5.9 - 7.1	UHX8-59W-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
3 ea 10ft UHP DPF 5.9-7.1 UHXIO-59W-P3A \$ - 4 ea 10ft UHP DPF 5.9-7.1 UHXIO-59W-P3M \$ -	16	m	ea	10 1	STD WB DPF	 	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
4 ea 10ft UHP DPF 5.9-7.1 UHX10-59W-P3M \$ -	=	m	6	10ft	UHP DPF	5.9 - 7.1	UHX10-59W-P3A				3.0m / 10 ft Uitra High Performance Parabolic shielded Antenna dual polarized, 5.925—7.125 Ghz, CPRI37G, gray antenna, enhanced white radome with flash, standard pack—one-plece reflector - FCC Cat A. Struts included 1 inboard 1 outboard. Optional struts 2 outboard
	81		ea	10ft		5.9 - 7.1	UHX10-59W-P3M			•	3.0m / 10 ft Ultra High Performance Parabolic Shelded Amenna, dudr-polarized, 5.925–6.425 GHz, CPR137G, 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

MAN	JFACTU	RER: CO	MMSCC	DPE/ANDREW	CORPORAT	MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent			_	
Item	Totals	Unit	Size	Туре	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
19	4	ea	6f	HP OPF	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 CPR137G, gray antenna, standard white radome with flash, standard pack—one-piece reflector - Strut included, 1 Inboard, Strut optional 1 Outboard
20	ю	ea	6ft	STD DPF	6.4 - 7.1	520609-1			- \$	Feed, dual-polarized, replaces single pole feed for PAR6-65 standard antenna, becomes PARX6-65
12	S.	ea	#	STD OPF	6.4 - 7.1	PARXB-65-PXA			\$	2.4m / 8 ft High Performance Parabolic Unshielded Antenna for relocation, FCC CAT A dual-polarized, 6.425–7.125 GHz, - CPR137G, gray antenna, molded gray radome with flash, standard pack—one-piece reflector - order Struts extra: 1 Inboard, 1 Outboard
22	2	eə	æ	нр Орғ	6.4 - 7.1	НРХ8-65-РЗА			\$	2.4m / 8 ft High Performance Parabolic Shielded Antenna, dual-polarized, 6.425–7.125 GHz, FCC CAT A - CPR137G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - Struts included: 1 Inboard, 1 Outboard, Optional Struts: 2 Outboard
23	7	ęa	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	m	ea	10ft	нр орғ	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 - CPR137G, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector - Struts included: 1 Inboard, 1 Outboard, Optional Struts: 2 Outboard
25.1	15	ea	3#	∄dQ dH	10.0-11.6	VHLPX3-11W-6GR			- \$	1.0 m 3ft ValuLine* High Performance Low Profile Antenna, dual polarized, 10.0-11.6 GHz, FCC Cat A, CPR90G, gray antenna, polymer gray radome without flash, standard
56	2	ea	4ft	не орк	10.0 -	VHLPX4-10W-6GR/A			٠.	1.2m / 4ft ValuLine 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	Þ	ea	99	HP DPF	10.0 -	VHLPX6-10W-6GR/B			. \$	1.8m / 6ft ValuLine 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
28	m	ea	¥	340 dH	10.7 -	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-plece reflector - Struts included: 0, Struts Optional: 0

MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent	Type Freq Part Number PRICE Discount Extended Description	HP DPF 10.7 VHLPX800-11-6GR \$ - 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	HP DPF 11.70 GPt, Calutine High Performance Low profile antenna, dual polarized. 10.700 - 11.700 Ght, Cat A, CPR90G gray antenna polymer gray radome without flash, standard pack one piece reflector. Struts included: 1 inboard, optional strut: 1 inboard	STD DPF 10.7 PX16-107-P7A/D \$ - 11.700 Ghz, Cat 8, CPR90G gray antenna with flash, standard pack one piece reflector. Struts included: 1 inboard, optional strut: 1 inboard	HP DPF 10.7 204561-17 \$ Feed, dual-polarized, replaces single pole feed for HP6-107 high performance antenna, becomes HPX6-107	VHLPX6-11-6GR/A \$ -	HP DPF 10.7 HSX6-107-P3A/A \$ - 10.700 - 11.700 Ghz, CPR90G gray antenna enhanced white radome with flash, standard pack one piece reflector.	UHX6-107 10.7 - UHX6-107-P3A/K \$ 11.700 Ghz, CPR90G gray antenna enhanced white radome with flash, standard pack one	STD DPF 10.7 - PXL8-107-P7A	HP DPF 10.7 - HPX8-107-P3A \$ - Ghz, Cat A, CPR90G gray antenna, enhance with flash, standard pack one piece reflector. Struts included: 1 inboard, 1 outboard. Side strut optional 2 outboard	HP DPF 10.7 - HSX8-107-P3A \$ - 10.760 - 11.700 Ghz, CPR90G gray antenna, enhanced white radome with flash, standard pack one piece reflector.	UHX8-107 10.7 UHX8-107-P3A \$ 2.4m / 8ft Ultra High Performance parabolic shielded antenna, dual polarized, 10.700 - 11.700 GHz, CPR90G, grav antenna, enhanced white radome with flash, std pack - one	HP DPF 19.7 VHLPX2-18-1GR/B \$. 17.700–19.700 GHz, FCC Cat A, UG-595/U modified, gray antenna, dual-polarized, 19.7 . 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
ORPORATIC	Freq (GHz)		10.7 -	10.7 -	10.7 -	10.7 -	10.7-	10.7-	10.7- 11.7	10.7 -	10.7 -	10.7 -	17.7 -
PE/ANDREW C	Туре	HP DPF	нр орғ	STD DPF	HP DPF	HP DPF	HP DPF	UHX6-107	STO DPF	HP OPF	HP DPF	UHX8-107	нр Орғ
MSCO	Size	2.6ft	#	#5	6ft	₩ ₩	#	#	#5	뚩	뜛	8 ft	**
S	Unit	69	ea ea	ea	ea	ea	8	8	eg G	ea ea	8	ea	ea
ACTURE	Totals	2	7	7	~	2	7	7	7	7	4	~	2
S S	ltem To	82	90	125	32	83	33.2	33.3	8	35	35.1	35.2	96

MAN	JFACTU	RER: CO	MMSCO	PE/ANDREW C	ORPORATIO	MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent		#Chair		
Item	Totals	Unit	Size	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
37	2	8	2.5ft	HP DPF	17.7 -	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	6	4#	340 AH	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
38.1	2	69	3f.	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
ě	2	ea	eft.			R6E			- \$	Extra strength molded gray radome without flash
8	2	69	8ft			RBF			- \$	Extra strength molded gray radome without flash
41	2	ea	10ft			391938			- \$	Extra strength molded gray radome without flash
24	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).
43	8	ea	61-in	Inboard		VSTRUT-P3KIT			,	Inboard Side Strut Kit for 4 ft and 6 ft microwave and Valutine® antennas, fixed
4	8	ea	10.5ft	Inboard		520570-10			. \$	Inboard Side Strut Kit for 6 ft microwave antennas, fixed
45	17	69	10.5ft	Inboard		520570-1			. \$	Inboard Side Strut Kit for 8ft, 10ft, and 12 ft microwave antennas, adjustable, includes azimuth adjustment kit
46	8	ea	10.5ft	Outboard		520570-3			- \$	Outboard side strut kit for 8ft, 10ft, and 12ft, microwave antennas, fixed
47	*	8	5.0ft	Bottom		520570-5			- \$	Bottom strut kit for 8ft, 10ft, and 12ft, microwave antennas, fixed
84	124	ea		Strut Collar		520477			٠.	Strut collar assembly provides tower interface and strut securement point
49	124	ea		Strut Bracket		520568			٠ ٧٠	Reflector Strut Bracket Kit • Provides attachment point for fixed strut
22	ន	ea		Adj Kit		520569			\$.	Azimuth Adjustment Kit - Allows fine movement of antenna during alignment
25	15827	#		EW-52	5.9 - 6.4	EW-52			÷ - \$	EW52, HELIAX® Standard Elliptical Waveguide, 5.6—6.425 GHz, black PE jacket
25	18221	#		EW-63	5.9 - 7.1	EW-63			\$.	EW63, HELIAX® Standard Elliptical Waveguide, 5.9257.125 GHz, black PE jacket

	Description	EW90, HELLAX® Standard Elliptical Waveguide, 10.2—11.7 GHz, black PE jacket	EWI80, HELIAX® Standard Elliptical Waveguide, 17.3—19.7 GHz, black PE jacket	Connector, fixed-tuned for EW-52 waveguide	Connector, fixed-tuned for EW-63 waveguide	Connector, fixed-tuned for EW-90 waveguide	Connector, Fixed-tuned UG-595/U for elliptical waveguide 180	Pressure window, ElAflang CPR137G	Pressure window, EIA flange CPR90G	Pressure Window for WR42, 17.7—26.5 GHz, mates to UG-596A/U	Connector Reattachment Kit for elliptical waveguide 52	Hardware Kit for 152 or 252 Connectors	Standard Termination Load for unused dual feed port	Standard Termination Load for unused dual feed port	Flexible Twist for WR137, S.85–8.2 GHz, with interface types CPR137G and CPR137G, 300 mm	Flexible Twist for WR137, 5.85—8.2 GHz, with interface types CPRI37G and CPRI37G, 600 mm	Flexible Twist for WR137, 5.85—8.2 GHz, with interface types CPRI37G and CPRI37G, 900 mm	Flexible Twist for WR90, 10.2–10.7 GHz, with interface types CPR90G and CPR90G, 300 mm	Flexible Twist for WR90, 10.2–10.7 GHz, with interface types CPR90G and CPR90G, 600 mm	FlexibleTwist for WR90, 10.2—10.7 GHZ,with interface types CPR900 and CPR900, 900 mm	Flexible Twist for WR9D, 10.7—11.7 GHz, with interface types CPR90G and CPR90G, 300 mm
	Extended	- \$	•	٠.	. \$	- \$. \$. \$. \$	- \$	- \$	- \$	- \$	- \$	•	· s	- \$. \$, \$. \$. \$
	Per Cent Olscount																				
	PRICE																				
MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent	Part Number	EW-90	EW-180	252SE	163SE	190SE	1180SC	55001-137	55001-90	55000A-42	33544-38	45594-152B	39099-137	39099-90	F137CCS1	F137CCS2	F137CCS3	F090CCA1	F090CCA2	F090CCA3	F090CCB1
ORPORATI	Freq (GHz)	10.2 -	17.3 - 19.7	5.9 - 6.4	5.9 - 7.1	10.2 - 11.7	17.7 - 19.7	6.2/6.7	10.2 -	17.7 - 19.7					6.2/6.7	6.2/6.7	6.2/6.7	10.2 -	10.2 - 10.7	10.2 -	10.7 - 11.7
PE/ANDREW C	Type	EW-90	EW-180	EW-52	EW-63	EW-90	EW-180	CPR137G	CPR90G		EW-52	EW-52	CPR137G	CPR90G	CPR137G	CPR137G	CPR137G	CPR90G	CPR90G	CPR90G	CPR90G
MMSCO	Size														12-in	24-in	36-in	12-in	24-in	35-In	12-in
RER: CO	Unit	H H	ft	ea	ea	ea	ea	e	8	ea	8	ea	ea	g	ea	8	ęs	8	8	8	ea
UFACTU	Totals	705	0	128	96	∞	۵	112	4	4	4	4	4	4	4	4	113	4	4	4	4
MAN	Item	S	귏	22	95	25	25	29	8	25	3	8	ষ	2.1.1	59	8	29	8	8	8	2

MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent	Freq Part Number PRICE Discount Extended Description	10.7 - Floating S - Flexible Twist for WR90, 10.7—11.7 GHz, with interface types CPR90G and CPR90G, 600 mm	F090CCB3 \$		v		17.7 - F042ABS3 Flexible Twist for WR42, 17.7–26.5 GHz, with interface types UG-596A/U and UG-595/U, 900 mm [.8dB/ft]	5.9 - 7.1 D137CCSG \$ - Rigid 90-deg step-twist, CPR137G flange ea end	5.9 - 7.1 D137CCAG \$ - Rigid 90-deg step-twist, 12-in CPR137G flange ea end, gray	31768A \$ - Angle Adapter, standard, 3/8 in tapped hole	EWSH-52 \$ - Universal Snap-in Hangar for elliptical waveguide 52	42396A-8 \$ - Butterfly Hanger for elliptical waveguide 52	EWSH-63 Shap-in Hanger for elliptical waveguide 63	42396A-7 \$ - Butterfly Hanger for elliptical waveguide 63	EWSH-90 \$ - Universal Snap-in Hanger for elliptical waveguide 90	42396A-5 \$ - Butterfly Hanger for elliptical waveguide 90	EWSH-180 \$ - Universal Snap-in Hanger for elliptical waveguide 180	43211A \$ - Butterfly Hanger for 1/2 in or 3/8 in coaxial cable and elliptical waveguide 180	220498 \$ - Grounding kit, 60" cable with 2-hole factory attached lug,	241088-1 \$ - Lug, 2-hole, crimp, for grounding cable cut in field to length	241088-4 \$ - Grounding kit, 24" cable with 2-hole factory attached lug.	241088-2 \$ Grounding kit, 24" cable with 2-hole factory attached lug,	EWBTK-2 \$ - Bending tool kit for elliptical waveguides 52 to 85	EWBTK-1 S - Bending tool kit for elliptical waveguides 90 to 240	EWFTK-52 \$ - Flaring Tool Kit for elliptical waveguide 52	EWFTK-63 \$ - Flaring Tool Kit for elliptical waveguide 63
ORATION - or equivalent							, .			31768A	EWSH-52	42396A-8	EWSH-63	42396A-7	EWSH-90	42396A-5	EWSH-180	43211A	220498	241088-1	241088-4	241088-2	EWBTK-2	EWBTK-1	EWFTK-52	EWFTK-63
E/ANDREW CORP	Type (G	CPR90G 10	CPR90G 10	UG-595/U - 17 UG596/U 1	-	NG595/V 1	UG-595/U - 17 UG596/U 19	Rigid 5.9	Rigid 5.9		EW-52	EW-52	EW-63	EW-63	EW-90	EW-90	EW-180	EW-180	2-Hole	2-Hole	2-Hole	2-Hole				
VIMISCO	Size	24-in	36-in	12-in	24-in		36-in	10-in	12-in	٥	9	9	٩	e	9	2	2	2	Sff	g	#	24-in				
TER: CO	Unit	ea	69	ea	ea	,	ea	ea	ea	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	Pkg of 10	ea	Pkg of 10	ea	ea	ea	ea	ea	ê
FACTUR	Totals	4	4	4	4	r	4	4	4	88	325	225	458	5	5	5	25	S	725	7.4	5	5	\$	5	2	5
AANU	Item	22	73	12	75		9/	1	78	79	8	81	28	8	2	85	98	87	88	8	8	91	6	93	ध्र	8

	Extended Description	\$ Flaring Tool Kit for elliptical waveguide 90	\$ - Flaring Tool Kit for elliptical waveguide 180	\$. Lace-up Hoisting Grip for 1-5/8 in coaxial cable and elliptical waveguide EW 52, and 63	\$ - Lace-up Hoisting Grip for 5/8 in coaxial cable and elliptical waveguide 90	\$ - Lace-up Hoisting Grip for 1/2 in coaxial cable and elliptical waveguide 180 and 220	\$ - Connector Splice for elliptical waveguide 63	\$ - Single Entrance Panel for elliptical waveguide 52, includes boot	\$ - Single Entrance Panel for elliptical waveguide 63, includes boot	\$ - Single Entrance Panel for elliptical waveguide 90, includes boot	\$ - Single Entrance Panel for elliptical waveguide 180, Includes boot	\$ - 4 Port Entrance Panel, 1 x 4, includes caps	\$. 8 Port Entrance Panel, 2 x 4, gray, includes caps	\$ - 12 Port Entrance Panel, 3 x 4, gray, includes caps	\$ - Boot Assembly, 4 in, for elliptical waveguide 52	\$ - Boot Assembly, 4 in, for elliptical waveguide 63	\$ - Boot Assembly, 4 in, for elliptical waveguide 90	\$. Boot Assembly, 4 in, for elliptical waveguide 180	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:	DryLine® Dehydrator, Low-pressure membrane, 19 in rack mountable, 3.0—5.0 psig, with discrete alarm: Excess Run, High Humidity, Low Pressure, Power Fall 115/230 Vac, 50/60 Hz, auto-detecting:	\$ - Dehydrator Wall Shelf for MTO50B dehydrator	\$ - Polyethylene Tube, black, 3/8 in OD x 1/16 in wall x 25 ft (7.62 m) roll	4-port Distribution Panel, 19 in rack mountable, 25 ft of tubing per port, includes installation kit	\$ - 2-port Distribution Manifold, wall mountable, 0—5.0 psig, 25 ft of tubing per port	\$ - 4-port Distribution Manifold, wall mountable, 0—5.0 psig, 25 ft of tubing per port
	CE Per Cent Discount																								
_	PRICE			_						L				_							90	8			\dashv
MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent	Part Number	204919	201439	24312A	29958	43094	163DZ	245314-52	245314-63	245314-90	245314-180	204673-4	204673-8	204673-12	WGB4-52	WGB4-63	WGB4-90	WG84-180	MT050B-81015	MT050B-81315	AE01D-D1658-100	AE01K-D0840-025	DP-4A-001	7-000997	L6600D-4
ORPORATI	Freq (GHz)																								
PE/ANDREW C	Type			EW-52/63	EW-90	EW-180	EW-63	EW-52	EW-63	EW-90	EW-180	Aluminum	Aluminum	Aluminum	EW-52	EW-63	EW-90	EW-180	Auto Membrane	Auto Membrane	Wall Mount	poly tubing	Panel	2-Port	4-Port
MMSCOL	Size							1-Port	1-Port	1-Port	1-Port	4-Port	8-Port	12-Port	4-in	÷ ë	ei-4	ri 4	<60ft3	<60ft3		3/8 in			
ER: CO)	L Cark	ea	ea	ea	8	ea	ea	ea	e	ea	ea	ea	e	ea	ea	ea	ea	e a	ea	G &	ea	a	8	e	ea
IFACTUR	Totals	2	2	112	4	4	4	4	4	4	4	88	9	9	88	88	4	11	16	22	22	15	*	2	ន្ទ
MAN	Item E	38	97	86	S	100	101	102	103	10	105	106	107	108	109	110	Ħ	112	113	114	日	116	117	118	119

MAN	JFACTUR	TER: CO	MMSCO	PE/ANDREW C	ORPORATI	MANUFACTURER: COMMSCOPE/ANDREW CORPORATION - or equivalent				
E a	tem Totals	Unit	Size	Type	Freq (GHz)	Part Number	PRICE	Per Cent Discount	Extended	Description
120	10	ea		2-Port		660002			• \$	2-port Distribution Manifold, wall mountable, 0—15.0 psig, 25ff of tubing ea per port
121	S.	ea		4-Port		⊅ ⊈0099			- \$	4-port Distribution Manifold, wall mountable, 0—15-0 psig, 25 ft of tubing per port
221	s	еэ		6-Port		9-00099				6-port Distribution Manifold, wall mountable, 0—15.0 psi9, 25ff of tubing pçr port
123	15	ea		Wall Mount		AE01A-D1339-001			- \$	Wall Mount Low-Pressure Adjustable ea Regulator And Gauge 1-5 psig
Γ						Grand Total			\$	
					The	The above numbers are sai	mple est	imates or	ıly. The actu	imple estimates only. The actual number ordered may be more or less.
l				o bacomy	f this contr	Award of this contract will on to a single	vendor	teom ods	sall of the sr	vandor who meats all of the specifications as outlined in this RFO at the lowest price.

Attachment B

SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING

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

Required Contract Provision to Implement ARRA Section 902

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

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

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

Authority of the Inspector General provision

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

Buy American Provision

Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

Wage Rate Provision

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

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of

a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

Limit on Funds

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

Disclosure of Fraud or Misconduct

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

Contractor Data Reporting

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

Reporting Jobs Creation

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

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.

c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

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

http://www.whitehouse.gov/omb/assets/memoranda 2010/m10-08.pdf

SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING

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

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

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

WV DHHR BPH STEMS NOROP 190 Hart Field Rd. Morgantown, WV 26505 Attention: Nancy L. Lilly E-mail: Nancy L. Lilly@wv.gov Telephone: 304-581-2900

Fax: 304-285-3148

I agree to the above provisions.		
Signature	Date	-

RFQ No. BPH 11127

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 exceed 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:		<u> </u>	
Authorized Signature:	D	ate:	
State of			
County of, to-wit:			
Taken, subscribed, and sworn to before me this da	y of	, 20	
My Commission expires	, 20		
AFFIY SFAL HERF	NOTARY PUBLIC		

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ——	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requirement deemed	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and res the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es 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.