

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

Solicitation

NUMBER 631400005

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
YER 33

BUYER 33 304-558-2306

DIVISION OF HIGHWAYS
CHIEF OF INFORMATION SYSTEMS
BUILDING 5
P 1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0430 304-558-0408

DOCZEK

DATE PRINTED 11/13/2013

RFQ COPY

TYPE NAME/ADDRESS HERE

BID OPENING DA	ATE: 12/18/	2013	BID OPENING TIME 1:30PM						
LINE	QUANTITY	UOP CAT NO.	ITEM N	NUMBER	UNIT PRICE	AMOUNT			
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GNATURE				TELEPHONE	DATE	<u> </u>			
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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3.	PREB	SID MEETING: The item identified below shall apply to this Solicitation.
		A pre-bid meeting will not be held prior to bid opening.
		A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
	\checkmark	A MANDATORY PRE-BID meeting will be held at the following place and time:
		December 3, 2013 at 10:00 AM EST
		Site Walk Thru at District 4 Headquarter 2460 Murphy's Run Road Bridgeport, WV 26330

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

December 6, 2013 at 5:00 PM EST

Submit Questions to:

Crystal Rink

2019 Washington Street, East Charleston, WV 25305 Fax: 304-558-4115

Email: Crystal.G.Rink@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Cost

Bid Opening Date and Time:

December 18, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - **2.1 "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - **2.3 "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - **2.5 "Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - **2.8 "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.	TRACT TERM; RENEWAL; EXTENSION: The term of the dance with the category that has been identified as applicable to the	
	Term Contract	
	Initial Contract Term: This Contract becomes effective	on
	and extends for a period of year(s).	
	Renewal Term: This Contract may be renewed upon Agency, and the Vendor, with approval of the Purch General's office (Attorney General approval is as to formust be submitted to the Purchasing Division Director this date of the initial contract term or appropriate renewal to accordance with the terms and conditions of the original is limited to successive one (1) this Contract is prohibited. Notwithstanding the foregoin not required on agency delegated or exempt purchases. required for vendor terms and conditions.	nasing Division and the Attorney m only). Any request for renewal rty (30) days prior to the expiration rm. A Contract renewal shall be in contract. Renewal of this Contract year periods. Automatic renewal of ag, Purchasing Division approval is
	Reasonable Time Extension: At the sole discretion of and with approval from the Attorney General's office (a form only), this Contract may be extended for a reason term or after any renewal term as may be necessary to of Contract. Any reasonable time extension shall not exceed avoid a reasonable time extension by providing the Purchanotice of Vendor's desire to terminate this Contract 30 days current term. During any reasonable time extension period Contract for any reason upon giving the Purchasing Division Automatic extension of this Contract is prohibited Purchasing Division approval is not required on agency of Attorney General approval may be required.	Attorney General approval is as to able time after the initial Contract obtain a new contract or renew this distribution twelve (12) months. Vendor may asing Division Director with writter sys prior to the expiration of the thereod, the Vendor may terminate this ion Director 30 days written notice. Notwithstanding the foregoing
	Release Order Limitations: In the event that this contract order may only be issued during the time this Contract is within one year of the expiration of this Contract shall be the release order is issued. No release order may be ex Contract has expired.	in effect. Any release order issued effective for one year from the date
	Fixed Period Contract: This Contract becomes effective upon proceed and must be completed within	Vendor's receipt of the notice to days.

		One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
		Other: See attached.
4.	receiv	ICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ing notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the executed Purchase Order will be considered notice to proceed
5.		NTITIES: The quantities required under this Contract shall be determined in accordance with tegory that has been identified as applicable to this Contract below.
		Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
		Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
		Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
	V	One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

√	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
\checkmark	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
\checkmark	LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.
certifie or irrev same labor/r	of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide ed checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, vocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and material payment bond will only be allowed for projects under \$100,000. Personal or business are not acceptable.
	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
√	WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
	INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: \$1,000,000.00 Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount NA for NA

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

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- **20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- **30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **37. BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- **40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

- **44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- **46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50.	REPO	PRTS:	Vendor	shall	provide	the	Agency	and/or	the	Purchasing	Division	with	the
	follow	ing repor	ts identifi	ed by a	checked	box l	pelow:						
		include,		ot lim	ited to, q					may request. s utilizing the			
		of purch		agency.	Quarterl	y rep	orts shou			nits and dollared to the Purc	_		_

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

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

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

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

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

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - **b.** "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

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

(Company)	
(Authorized Signature)	
(Representative Name,	Title)
(Phone Number)	(Fax Number)
(Date)	POSTORIO DE CONTRACTORIO DE CONTRACTORIO DE CONTRACTORIO DE CONTRACTORIO DE CONTRACTORIO DE CONTRACTORIO DE CO

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 631400005

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

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

	Numbers Received: ox next to each addendu	ım recei	ved)	
	Addendum No. 1			Addendum No. 6
	Addendum No. 2			Addendum No. 7
	Addendum No. 3			Addendum No. 8
	Addendum No. 4			Addendum No. 9
	Addendum No. 5			Addendum No. 10
further unders discussion hel	tand that any verbal rep d between Vendor's rep	resentat oresenta	tion mad tives an	enda may be cause for rejection of this bid. I de or assumed to be made during any oral d any state personnel is not binding. Only the ications by an official addendum is binding.
				Company
				Authorized Signature
		-	···	Date

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

Requisition # 631400005

Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the one time purchase of a cable telecommunications distribution system for two buildings located at the **DOT DISTRICT 1 HEADQUARTERS COMPLEX** located at 1334 Smith Street Charleston, WV 25301

DOH D-1 HQ ADMIN OFFICE BLDG. (new construction)

DOH D-1 SRC BLDG. (renovation construction)

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Item"** means installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.
 - **2.2 "Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - **2.1 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as 631400005

2.2

2.3 ABBREVIATIONS AND ACRONYMS

ADMIN	Administration
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
BICSI	Building Industry Consulting Service International
Bldg.	Building
CAD	Computer Aided Drawing
Cat	Category
D-*	District-Number
DMV	Division of Motor Vehicles
DOH	Division of Highways
DOT	Department of Transportation
ECA	Electronic Components, Assemblies, Equipment & Supplies Association

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EIA	Electronic Industries Alliance
FOB	Free On Board
NEC	National Electrical Code®
NECA	National Electrical Contractors Association
NFPA	National Fire Protection Association
SRC	State Road Commission Building
TER	Telecommunications Equipment Room
TGB	Telecommunications Grounding Busbar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Busbar
U/UTP	Unshielded Twisted Pair
UL	Underwriters Laboratories
ULC	Underwriters Laboratories of Canada
UPS	Uninterruptible Power Supply
VOL	Volume
WAP	Wireless Access Point
WVOT	WV Office of Technology
XHCR	Through penetration firestop devices
XNEZ	Through Penetration Firestop Systems

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Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract items must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Regulations, Codes and Standards for Structured Infrastructure Cable Telecommunications Distribution Systems. Work performed under this Contract must be performed on this project to be installed in accordance with the current edition of the following:

National Electrical Code®
National Electrical Safety Code [®]
NFPA-70
ANSI/NECA/BICSI-568 Standard for
Installing Commercial Building
Telecommunications Cabling
BICSI Telecommunications Distribution
Methods Manual
BICSI Cabling Installation Manual
ANSI/TIA/EIA Standards published by
Global Engineering
ANSI/TIA/EIA Telecommunications
Building Wiring Standards
ASTM E 814 (ANSI/UL1479)

- 3.1.2 Federal, state, and local codes, rules, regulations, ordinances, and requirements of authorities having jurisdiction governing the work are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the State of West Virginia's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.
- 3.1.3 The Structured Infrastructure Cable Telecommunications Distribution System must be compatible with the existing DOT CommScope iPatch / ImVision system.

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- 3.1.4 All copper cable and fiber as well as all termination and installation material used must be from a single manufacture and provide a 15 year warranty.
 - **3.1.4.1** Alternate bids that are equal and meet or exceed those of a single manufacture specifications and features are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.
 - **3.1.4.2** The use of brand name or equal specifications is for the purpose of describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

3.1.5 The intelligent patch panel manager

- **3.1.5.1** The intelligent patch panel manager ties the intelligent patch panels with intelligent patch panels is equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel. Connectivity updates are sent to the infrastructure operations software, which contains a continuously updated database of connectivity information.
- **3.1.6** CommScope (or equal) Category 6A Plenum Cable Specification ETL Verified Category 6A U/UTP Cable, Plenum, blue jacket, 4 pair count, and 1000ft (305 m) length reel.

3.1.7 GROUNDING

Cable tray grounding must conform to the *National Electrical Code*® 2005 – article 392.7 Grounding

Grounding must conform to ANSI/TIA/EIA 607(A) – Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code®, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements at a minimum.

Vendor must bond to the TMGB (Telecommunications Main Grounding Busbar) in room MB 66. The TMGB will be installed in the center of the northern wall a minimum of eight (8) feet above the floor. Vendor will be required to bond and ground equipment racks, housings, messenger cables,

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Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

and raceways to the TGB ground system via #6 AWG green insulated copper grounding conductor.

Vendor must bond to the TGB (Telecommunications Grounding Busbar) in room all equipment rooms served by the solid trough cable tray. The TGB will be installed in the center of the wall designated by WVOT at a minimum of eight (8) feet above the floor. Vendor will be required to bond and ground equipment racks, housings, messenger cables, and raceways to the TGB ground system via #6 AWG green insulated copper grounding conductor

3.1.8 LABELING

3.1.8.1 Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.

3.1.9 AS - BUILT DRAWINGS

Three (3) paper sets of as-built drawings and an electronic media form utilizing AutoCAD and /or Micro Station software. must be delivered to the State of West Virginia within six (6) weeks of acceptance of project by the State of West Virginia.

3.1.10 FIRESTOPPING MATERIALS

- **3.1.10.1** All firestopping will be accomplished using EZ-PATH (or equal) Fire Rated Pathway units.
- 3.1.10.2 Fire rated wiring devices shall bear the UL Classification marking.
- **3.1.10.3** Device shall be tested in accordance with ASTM E 814 (ANSI/UL1479)
- **3.1.10.4** Cables passing through fire-rated floors or walls shall pass through fire-rated wiring devices which contain an intumescent insert material that adjusts automatically to cable additions or subtractions.
- **3.1.10.5** The device (per code requirements) shall include both internal and external firestopping.

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- **3.1.10.6** Cables penetrating through fire-rated floors or walls shall utilize fire-rated pathway devices capable of providing an F rating equal to the rating of the barrier in which the device is installed.
- **3.1.10.7** The device shall be tested for smoke leakage (L rating) and shall not require the use of any optional sealing materials to achieve the published rating.
- **3.1.10.8** The device shall utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.
- **3.1.10.9** The installed device (in normal use) shall require no maintenance and shall accommodate future cable changes without mechanical adjustment and/or removal or replacement of protective materials
- **3.1.10.10** Wiring devices shall be capable of allowing a 0 to 100-percent visual fill of cables.
- **3.1.10.11** Wire devices shall be of a sufficient size to accommodate the quantity and size of electrical wires and data cables required and shall be suitable for use with new or existing cable installations.
- **3.1.10.12** The installed device (in normal use) shall require no maintenance and shall accommodate future cable changes without mechanical adjustment and/or removal or replacement of protective materials.
- **3.1.10.13** Wire devices must be provided with steel wall plates allowing for single or multiple devices to be ganged together.
- 3.1.10.14 The device shall be modular and shall provide mechanical installation options for common wall and floor constructions as well as common construction conditions including over-sized or damaged openings or existing sleeves.
- **3.1.10.15** Wiring devices shall be installed in locations where required.
- **3.1.10.16** Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.
- **3.1.10.17** Apply the factory supplied gasket material prior to the installation of the wall plates.

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- **3.1.10.18** Secure wall plates to devices per the equipment manufacturer's recommendations.
- **3.1.10.19** New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.
- **3.1.10.20** Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.
- **3.1.10.21** Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- **3.1.10.22** If required by inspecting authorities expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection. Reinstall new firestopping and restore where removed for inspection.

3.1.11 SLEEVES

3.1.11.1 Provide sleeves for new conduit and cable penetrations of building construction. Provide through-penetration firestop systems for penetrations through fire-rated walls, floors, and other partitions of building construction. In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or de vice boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements

3.1.12 FIRESTOP REFERENCES

- ASTM E814, Standard Method of Fire Tests of Through-Penetration Firestops.
- > UL 1479, Fire Tests of Through-Penetration Firestops.
- > UL Fire Resistance Directory: Through Penetration Firestop Devices (XHCR) and Through
- Penetration Firestop Systems (XNEZ).
- ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).

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- ≥ 2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), Spread of Fire and Products of Combustion.
- ANSI/NECA/BICSI-568, Standard for Installing Commercial Building Telecommunications Cabling, Section 5, Clause 5.1 through 5.2.3, Firestopping
- ≥ 2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, *Firestopping*.
- Factory Mutual Approval Guide.
- > ULC List of Equipment and Materials, VOL. II.

3.1.13 CUTTING AND PATCHING

- **3.1.13.1** Vender shall provide openings, cutting, coring, and patching of openings in existing building construction as required.
- **3.1.13.2** Patching includes openings and voids left in existing construction as a result of demolition.
- **3.1.13.3** The work shall include necessary assemblies and materials to maintain required fire ratings.
- **3.1.13.4** Perform cutting as to not impair structural stability of building construction and systems.
- **3.1.13.5** The Work shall be done by crafts persons skilled in the particular trades affected.
- **3.1.13.6** Patching materials shall match existing materials in type and quality. Patching shall be done to match appearance of adjacent surfaces.
- **3.1.13.7** The successful vendor is only responsible for openings in walls that the vendor makes.

3.1.14 CLEANING

3.1.14.1 Cleaning shall be performed to the satisfaction of the State of West Virginia's Representative. Unless otherwise indicated, clean shall mean free of dust, dirt, mud, debris, oil, grease, residues, and contamination. Acceptability shall be determined by sight, touch, and wiping with a clean soft cloth and suitable cleaning agent.

3.1.15 Staging of Materials

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3.1.15.1 The State will provide space for staging of materials on site, but will not be responsible for staged materials.

District 1 Head Quarters Scope of Work

3.2 Workstation area locations as designated on drawings

- 3.2.1 Installation of 210 Cat-6A cable drops and outlets at 110 locations as indicated on drawings. Each workstation area must receive two drops of Category- 6A cable for telecommunications usage extended to the designated Telecommunications Equipment Room
- 3.2.2 Installation of 1 WAP Cat-6A cable drop and outlet located on an exterior wall location of the building per DOT direction. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 3.2.3 Each cable must be labeled per TIA/EIA-606-A administration standard
- 3.2.4 Each drop must be terminated in a flush faceplate or surface mount box
- **3.2.5** Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard
- 3.2.6 All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used
- 3.2.7 Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise
- 3.2.8 One Cat-6A Patch cable ten foot in length shall be provided for each dual drop location. In addition Cat-6A patch cables ten foot long in an amount that equals 15% of the number required per location shall be provided
- 3.2.9 Install 48 and 24 Port Patch Panels and Wire Managers on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead

3.3 Telecommunications Equipment Room (TER) as designated on drawings

- **3.3.1** The TER should meet the ANSI/TIA/EIA-569-A standard
- 3.3.2 Each TER should include an environmental monitoring unit
- 3.3.3 Each TER must contain a Telecommunications Grounding Busbar (TGB) and adhere to the TIA/EIA -607 standard where each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected to a Telecommunications Main Grounding Busbar (TMGB) in the main telecommunications equipment room, which is bonded to the electrical service entrance ground and an earth ground. The grounding system is also bonded to building structural steel on each floor. If only one TER is present then there must be a Telecommunications Main Grounding

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Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground
- 3.3.4 Each TER must have an equipment/distribution rack or racks determined by the total number of drops to be terminated in the TER and the amount of network equipment to be installed by the WVOT.
- 3.3.5 Each equipment/distribution rack must be secured at two points with one of the points being the solid floor
- **3.3.6** Each equipment/distribution rack must be grounded to the TER grounding Busbar
- 3.3.7 Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords
- **3.3.8** Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management
- 3.3.9 Each drop of Cat 6A cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard using the T-568B pin/pair assignment on 24 or 48 port patch panels as required in an amount determined by the total number of drops plus 15% additional empty ports for growth
- 3.3.10 Each 24 port patch panel shall be installed so that there is (at a minimum) a 1u cable manager above or below the panel as well as each 48 port patch panel shall be installed so that there is (at a minimum) a 2u cable manager above and below the panel. There should not be spaces left between the panels and /or cable managers unless directed by WVOT
- 3.3.11 When the installation of patch panels and horizontal cable managers exceeds 40% of an installed rack an additional rack must be installed to allow for Network Hardware and other electronics
- 3.3.12 Twenty Cat-6A Patch cables five foot in length shall be provided for each 24 port patch panel and forty Cat-6A Patch cables five foot in length shall be provided for each 48 port patch panel
- **3.3.13** Install UPS in the TER near or on the rack to be used for network electronics hardware.

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Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

SRC Bldg. Scope of Work

3.4 Workstation area locations as designated on drawings

- 3.4.1 Installation of 200 Cat-6A cable drops and outlets at 100 locations as indicated on drawings. Each workstation area must receive two drops of Category- 6A cable for telecommunications usage extended to the designated Telecommunications Equipment Room
- 3.4.2 Installation of 1 WAP Cat-6A cable drop and outlet located on an exterior wall location of the building per DOT direction. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 3.4.3 Each cable must be labeled per TIA/EIA-606-A administration standard
- 3.4.4 Each drop must be terminated in a flush faceplate or surface mount box
- 3.4.5 Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard
- 3.4.6 All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used
- 3.4.7 Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise
- 3.4.8 One Cat-6A Patch cable ten foot in length shall be provided for each dual drop location. In addition Cat-6A patch cables ten foot long in an amount that equals 15% of the number required per location shall be provided
- 3.4.9 Install 48 and 24 Port Patch Panels and Wire Managers on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead

3.5 Telecommunications Equipment Room (TER) as designated on drawings

- 3.5.1 The TER should meet the ANSI/TIA/EIA-569-A standard
- 3.5.2 Each TER should include an environmental monitoring unit
- 3.5.3 Each TER must contain a Telecommunications Grounding Busbar (TGB) and adhere to the TIA/EIA -607 standard where each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected to a Telecommunications Main Grounding Busbar

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(TMGB) in the main telecommunications equipment room, which is bonded to the electrical service entrance ground and an earth ground. The grounding system is also bonded to building structural steel on each floor. If only one TER is present then there must be a Telecommunications Main Grounding Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground

- **3.5.4** Each TER must have an equipment/distribution rack or racks determined by the total number of drops to be terminated in the TER and the amount of network equipment to be installed by the WVOT.
- 3.5.5 Each equipment/distribution rack must be secured at two points with one of the points being the solid floor
- **3.5.6** Each equipment/distribution rack must be grounded to the TER grounding Busbar
- 3.5.7 Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords
- **3.5.8** Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management
- 3.5.9 Each drop of Cat 6A cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard using the T-568B pin/pair assignment on 24 or 48 port patch panels as required in an amount determined by the total number of drops plus 15% additional empty ports for growth
- 3.5.10 Each 24 port patch panel shall be installed so that there is (at a minimum) a 1u cable manager above or below the panel as well as each 48 port patch panel shall be installed so that there is (at a minimum) a 2u cable manager above and below the panel. There should not be spaces left between the panels and /or cable managers unless directed by WVOT
- 3.5.11 When the installation of patch panels and horizontal cable managers exceeds 40% of an installed rack an additional rack must be installed to allow for Network Hardware and other electronics

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Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- 3.5.12 Twenty Cat-6A Patch cables five foot in length shall be provided for each 24 port patch panel and forty Cat-6A Patch cables five foot in length shall be provided for each 48 port patch panel
- **3.5.13** Install UPS in the TER near or on the rack to be used for network electronics hardware.

3.6 Installation Timeframes

3.6.1 Vendor shall begin the Contract Items after being awarded this Contract and receiving a purchase order or notice to proceed. The installation completion times run consecutively for locations in this RFQ and are as follows:

<u>District 1 Headquarters</u> = 60 standard business days <u>SRC Building Office</u> = 45 standard business days

3.6.2 The standard business days include the measuring of the job and the ordering and installation of materials

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by providing a price for all materials, a price for the installation of the materials and a 40 hour labor charge. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

Requisition # 631400005

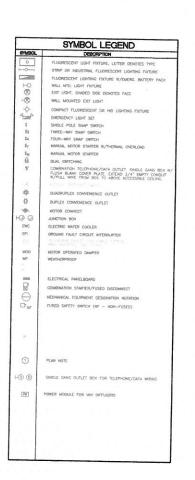
Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

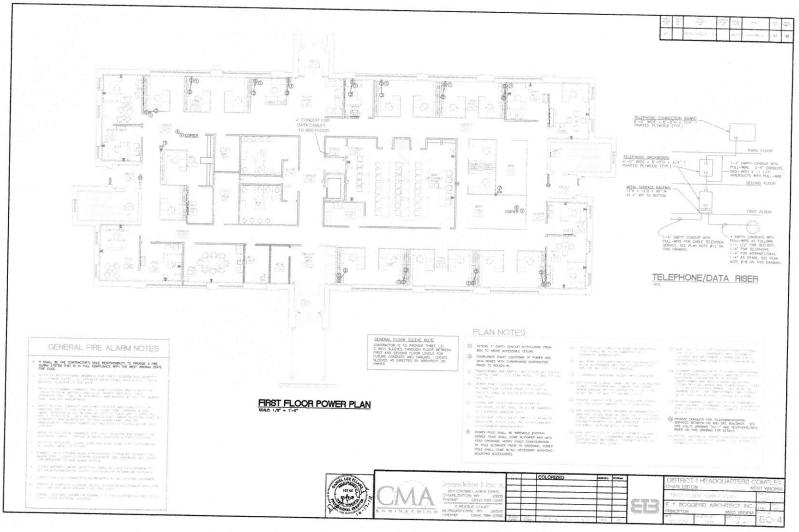
5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Progress payments with proper invoicing will be allowed up to 90% completion at mutually agreed upon milestones.

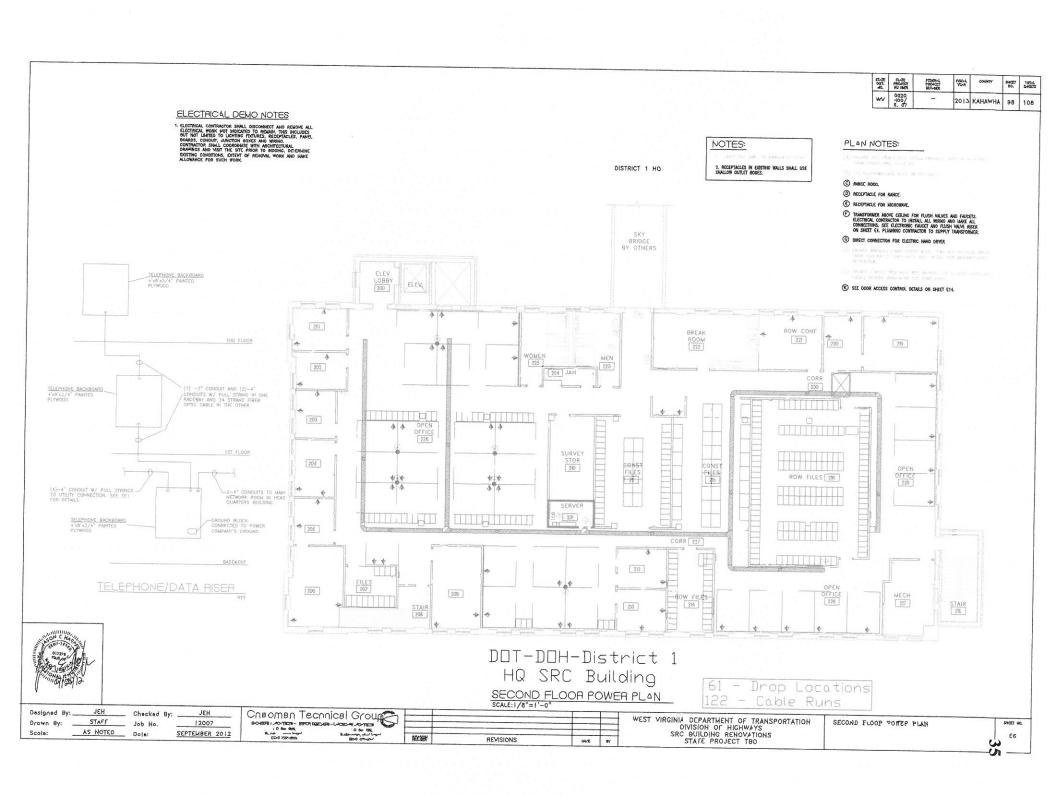
6. DELIVERY AND RETURN:

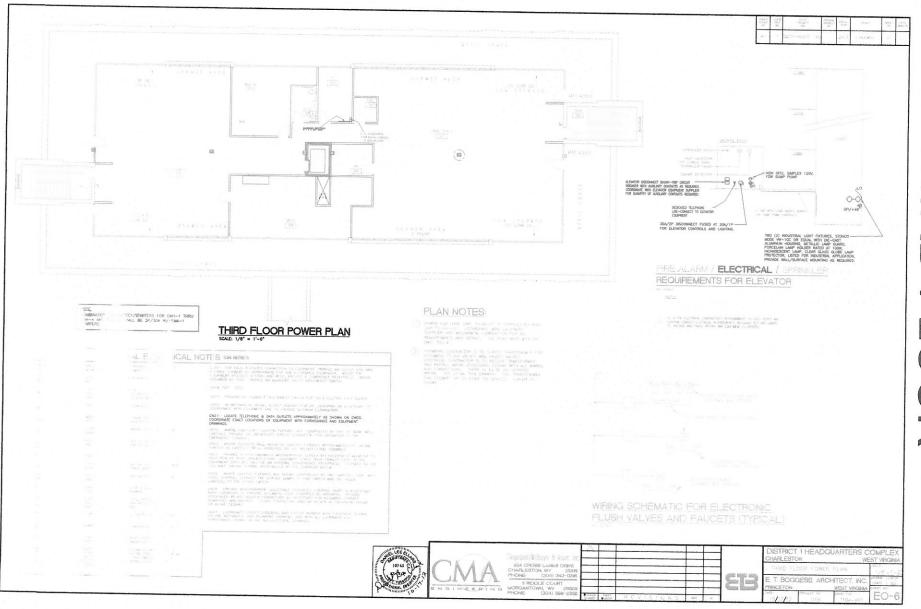
- 6.1 Shipment and Delivery: Refer to section 3.6 Installation Timeframes
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

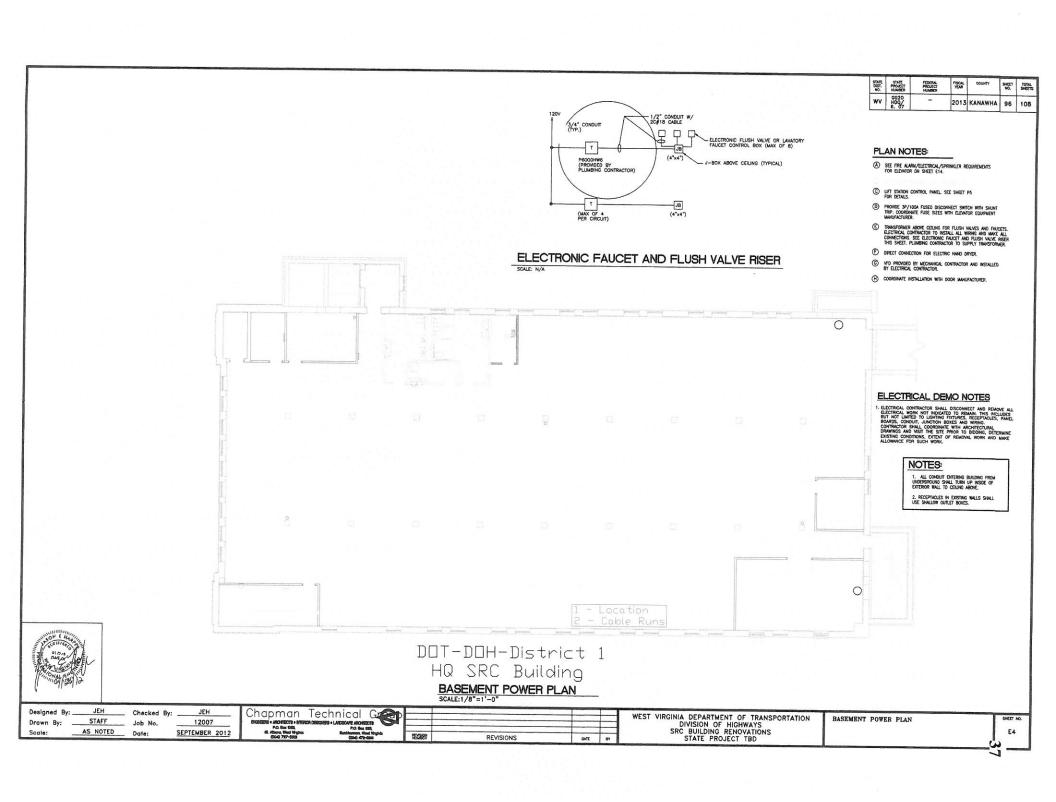
DOT-DOH-Distric 1 HQ Building FIRST FLOOR

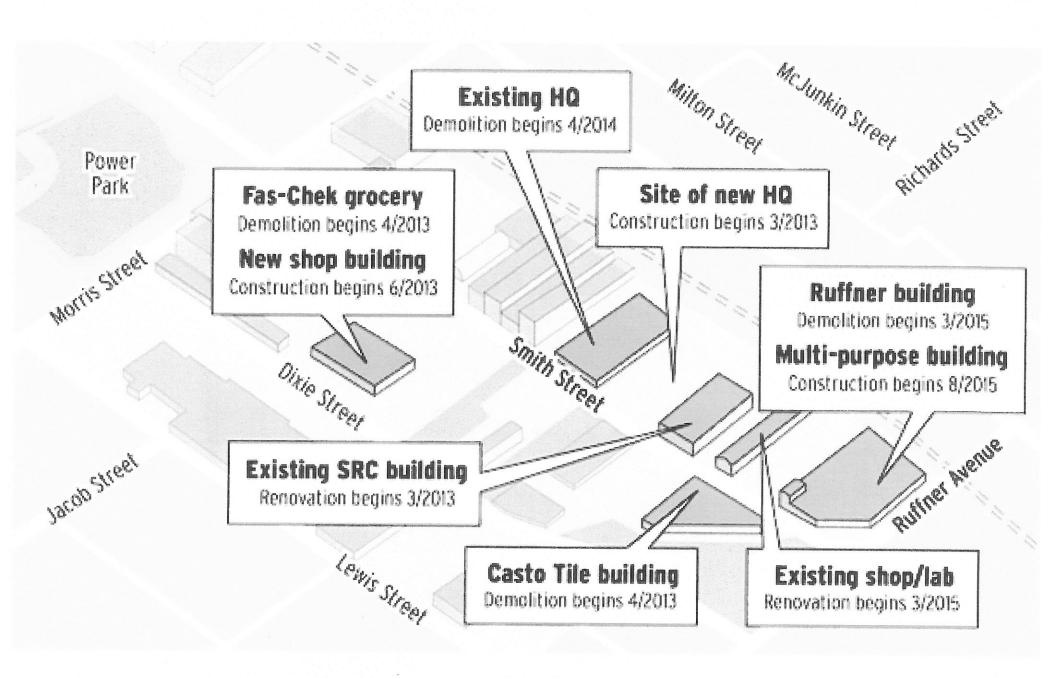


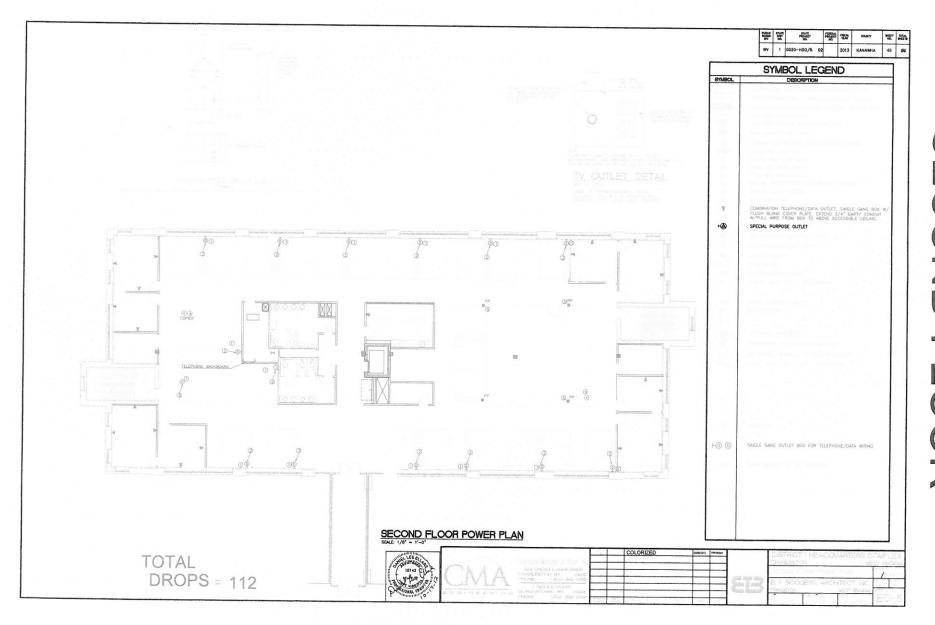


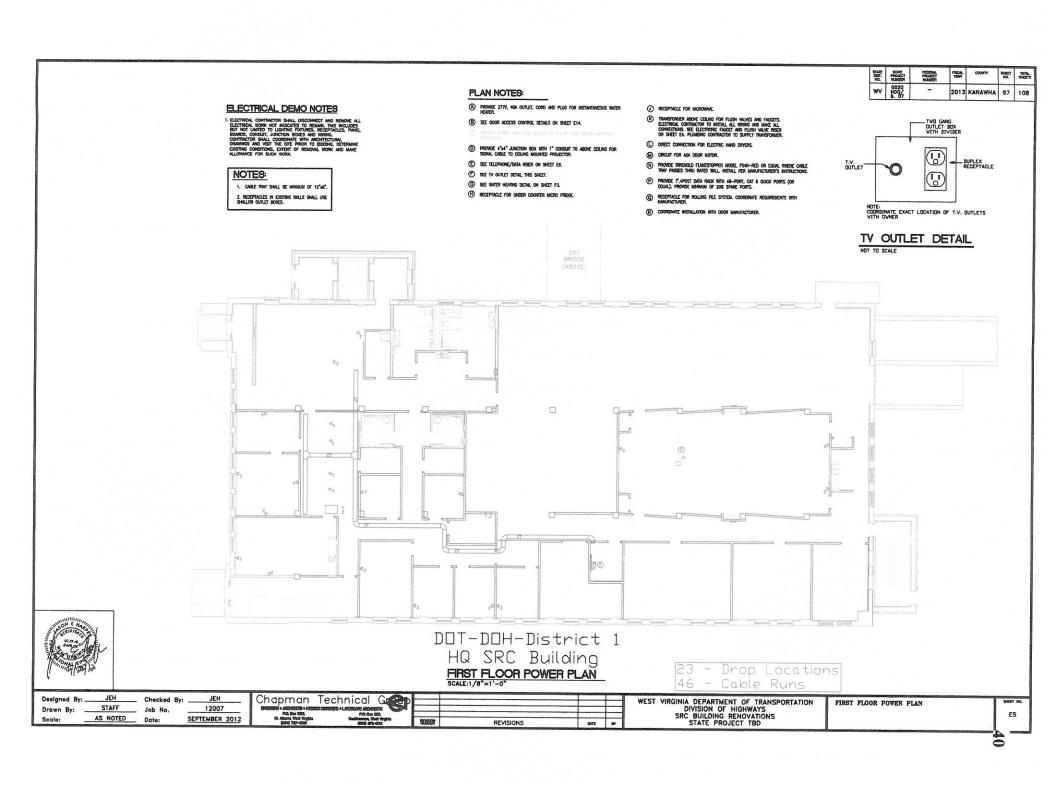


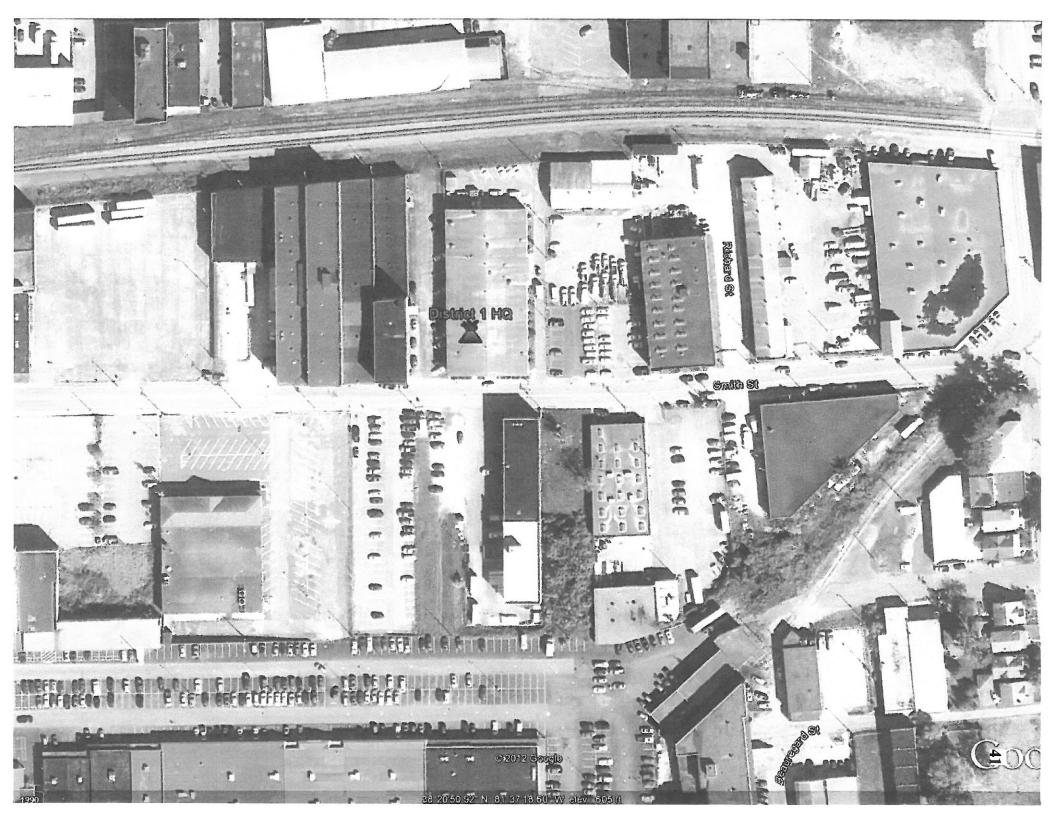












BID PRICE SHEET					
PART NUMBER	DESCRIPTION		AMERICAN STREET, AND STREET, COURSE	UNIT PRICE	EXTENUED PRIC
	WV State Department of Transportation - District 1 HQ and SRC Bldg. Cha	rleston, W	v		
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	3	I	
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	Cart	1		
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1		
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	1		
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1		
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	8		
57014-703	Chatsworth Velocity Standard Pack	Pack	4		
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	6		
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	4		
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	6		
13912-703	Chatsworth Vertical Wire Manager	Each	2		
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1		
760161380	CommScope 360 IMVISION Controller	Each	2		
CPCSSX2-0ZF005	CommScope 360GS10E MODULAR PATCH CORD 5FT DK BL	Each	500		
CPCSSX2-0ZF007	CommScope 360GS10E MODULAR PATCH CORD 7FT DK BL	Each	250		
CPCSSX2-0ZF010	CommScope 360GS10E MODULAR PATCH CORD 10FT DK BL	Each	250		
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	500		
760152348	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port	Each	10		
760152363	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 24 port	Each	2		
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	300		
108216151	CommScope Faceplate 4-Hole w/blanks Modular Furniture	Each	200		
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable Plenum	Each	100		
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	20		
024-OD-CM-FSUBK/8W012/5K012	CommScope 24 Strand Fiber I/O Plenum TB Composite (12 SM / 12 MM OM4)	Feet	1640		
760103085	CommScope 360G2-1U-MOD-SD 1U Fiber Shelf, sliding	Each	2		
760109470	CommScope 360G2 Catridge 12 LC LazrSPEED, Aqua w/Pigtails, iPatch Ready	Each	2		
760109496	CommScope 360G2 Catridge 12 LC TeraSPEED, Blue w/Pigtails, iPatch Ready	Each	2		
760105148	CommScope iPatch Upgrade Kit for 360G2-1U-MOD Shelves	Each	1		
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	4		
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	12		
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	12		
760072942	CommScope 1U SS Horizontal Trough Kit	Each	6		
760072959	CommScope 2U SS Horizontal Trough Kit	Each	20		
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	-			
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	5		
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	2		
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	2		
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1		
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT GROUND BAR KIT	Each	1		
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	4		
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	2		
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6		
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	6		
SNMPWEBCARD	TRIPP-LITE SMARTUNLINE 16 KVA HOT-SWAPPABLE UPS TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2		
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	2		
P036-006		Each	2		201001
SR4POST	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	8		ac accomplisación inclui de SU Organia de California de Ca
	TRIPP-LITE 45U 4-POST SMARTRACK OPEN FRAME RACK TRIPP-LITE Factory Start-Up	Each	2		The state of the s
W02-BW2-1BD		Each	2		

Installation Price WV State Department of Administration District 1 HQ and SRC Bldg. Charleston, WV **Total Bid Price** 0.00 Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.

Hour

40

Materials Price

0.00

\$0.00

					AGENCY <u>(A)</u> RFQ/RFP# <u>(B)</u>
(A)	WV State Agency (Stated on Page 1 "Spending Unit")	KNOW	ALL MEN BY THESE	Bid Bond E PRESENTS, That w	e, the undersigned,
(B)	Request for Quotation Number (upper right corner of page #1)	as Principal, and	of of	of	(G) .
(C)	Your Business Entity Name (or Individual Name if Sole Proprietor)	of the State of		with its principal o	ffice in the City of
(D)	City, Location of your Company	of West Virginia a	s Obligee, in the penal s	sum of	(K)
(E)	State, Location of your Company	(\$ (L)) for the	payment of which we	ll and truly to be made
(F)	Surety Corporate Name	we jointly and seve	rally bind ourselves, ou	r heirs, administrators	executors
(G)	City, Location of Surety	successors and assi			,,
(H)	State, Location of Surety				
(I)	State of Surety Incorporation	The Cor	dition of the above obl	igation is such that wh	ereas the Principal has submitted to
(J)	City of Surety's Principal Office	the Purchasing Sec	tion of the Department	of Administration a ce	rtain bid or proposal, attached hereto
(K)	Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid"	and made a part her	eof to enter into a contr	ract in writing for	
	or a specific amount on this line in words.			(M)	
(L)	Amount of bond in numbers				
(M)	Brief Description of scope of work				
(N)	Day of the month				
(O)	Month	NOW T	HEREFORE		
(P)	Year				
(Q)	Name of Business Entity (or Individual Name if Sole Proprietor)	(a) (b)	If said bid shall be re If said bid shall be	accepted and the Prin	ncipal shall enter into a contract in
(R)	Seal of Principal	accordance with the	bid or proposal attach	ed hereto and shall fur	mish any other bonds and insurance
(S)	Signature of President, Vice President, or	required by the bid	or proposal, and shall	in all other respects p	erform the agreement created by the
	Authorized Agent	acceptance of said	bid then this obligation	on shall be null and	void, otherwise this obligation shall
(T)	Title of Person Signing for Principal	remain in full force	and effect. It is expre-	ssly understood and a	greed that the liability of the Surety
(U)	Seal of Surety	for any and all clai	ms hereunder shall, in	no event, exceed the	penal amount of this obligation as
(V)	Name of Surety	herein stated			Paris and an and configuration as
(W)	Signature of Attorney in Fact of the Surety				
	,	The Sur	ety for value received.	hereby stipulates and	d agrees that the obligations of said
		Surety and its bond	shall be in no way impa	aired or affected by an	y extension of time within which the
NOTE 1:	Dated Power of Attorney with Surety Seal must accompany this bid bond.	Obligee may accept	such bid: and said Sure	ety does hereby waive	notice of any such extension.
		WITN	ESS, the following sig	gnatures and seals of	Principal and Surety, executed and
		sealed by a proper individual, the _(N)	officer of Principal ar day of(O)	nd Surety, or by Prin , 20 <u>(P)</u> .	cipal individually if Principal is an
		Principal Seal			(0)
			(D)		(Name of Principal)
			(R)	D	(6)
				By	(S)
					sident, Vice President, or
				Duly Autho	rized Agent)
)———	(T)
					Title
		Campta Ca-1			an an
		Surety Seal	(II)		(V)
			(U)		(Name of Surety)
					(W)
					Attorney-in-Fact
					Attorney-III-ract

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,	
of	AND DESCRIPTION OF STATE OF ST
of,, a corporation	organized and existing under the laws of the State of
with its principal office in the City of	
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which
well and truly to be made, we jointly and severally bind ourselves, our heirs, ad	ministrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Pr	incipal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and ma	ade a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter attached hereto and shall furnish any other bonds and insurance required by the agreement created by the acceptance of said bid, then this obligation shall full force and effect. It is expressly understood and agreed that the liability of event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees that way impaired or affected by any extension of the time within which the Oblig waive notice of any such extension.	ne bid or proposal, and shall in all other respects perform be null and void, otherwise this obligation shall remain in the Surety for any and all claims hereunder shall, in no the obligations of said Surety and its bond shall be in no
WITNESS, the following signatures and seals of Principal and Surety,	executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, thisday of	32 100 37
Principal Seal	
This par Soul	(Name of Principal)
	Ву
	(Must be President, Vice President, or Duly Authorized Agent)
	(Title)
Surety Seal	
	(Name of Surety)

44

Agency___ REQ.P.O#_

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

RFQ No. 63	1400005
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Vendor's Name:Authorized Signature:	Date:	
State of		
County of, to-wit:		
Taken, subscribed, and sworn to before me this da	y of) .
My Commission expires		

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.