

REQUEST FOR QUOTATION  
ARFQ 0606 HSE2300000013  
**Professional Services for West Virginia Statewide Interoperable Radio Network**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security – Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Emergency Management (WVEMD or Agency) to establish an open-end contract for professional services for the West Virginia Statewide Interoperable Radio Network.
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” or “Contract Items”** means the list of items identified in Section 4.1 below and on the Pricing Page.
  - 2.2. **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as **Exhibit A**, and used to evaluate the Solicitation responses.
  - 2.3. **“SIRN”** means the West Virginia Statewide Interoperable Radio Network.
  - 2.4. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.
3. **QUALIFICATIONS:**
  - 3.1. Vendor must have ten (10) years of experience providing services in the emergency management, first responders’ industry (P25, LMR networks and manufacturers’ products).
  - 3.2. Vendor must have five (5) years verifiable experience in the tower infrastructure industry including, but not limited to or constrained by: zoning/permitting, surveys and geospatial analysis, environmental and RP design, architecture, design and construction, operations, field services and asset marketing.
  - 3.3. Vendor must have existing agreements with Mobile Operators (infrastructure and services) related services/products in this ARFQ.
  - 3.4. Vendor must be currently providing services in (not for) the State of West Virginia.
  - 3.5. Vendor must have existing contracts providing similar or related services or products with State(s) other than the State of West Virginia.

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- 3.6. Vendor must provide Agency with a minimum of three (3) State/County level references. The references must be submitted with the vendor's bid for Agency evaluation.

**4. CONTRACT ITEMS AND MANDATORY REQUIREMENTS:**

**Permit, Design and Engineering**

**4.1. Contract Item # 1 – New telecommunications equipment initial structural analysis of SIRN infrastructure.**

- 4.1.1. Vendor must evaluate the design of the SIRN infrastructure equipment to ensure that it is structurally sound and can withstand the environmental and operational conditions it will be exposed to.
- 4.1.1.1. Identify any weak points in the SIRN design and potential failure modes.
- 4.1.2. Vendor must ensure that the SIRN equipment can withstand these conditions without failure and that the SIRN design meets all relevant safety standards and regulations.
- 4.1.3. Vendor must provide recommendations for any necessary design changes or modifications to ensure that the SIRN equipment meets the required performance and safety standards.

**4.2. Contract Item # 2 – Existing telecommunications equipment structural analysis.**

- 4.2.1. Vendor must evaluate the structural integrity and safety of already installed SIRN equipment. Vendor must assess the SIRN equipment's ability to withstand environmental conditions, such as weather, vibration, and potential damage from human activities.
- 4.2.2. Vendor must provide recommendations for any necessary repairs, replacements, or modifications to ensure that the SIRN equipment continues to meet the required performance and safety standards.

**4.3. Contract Item # 3 – Site Survey (pursuant to FAA 8260.19D)**

- 4.3.1. Vendor must conduct a thorough survey of the potential location for SIRN tower installation.

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- 4.3.2. Vendor must evaluate the site's feasibility and identify any potential obstacles that may impact the installation process, the network performance, and the safety of the SIRN equipment.
- 4.3.3. Vendor must assess the site's suitability for installing the SIRN tower, and related SIRN equipment, considering factors such as:
  - 4.3.3.1. Zoning restrictions,
  - 4.3.3.2. Land use agreements,
  - 4.3.3.3. Potential environmental impacts.
- 4.3.4. Vendor must evaluate the availability of power and communication services and determine the best location for SIRN equipment shelters and other ancillary structures.
- 4.3.5. Vendor must provide a detailed report outlining recommendations for any necessary modifications or adjustments to ensure the site meets performance and safety standards.

**4.4. Contract Item # 4 – Telecommunications Equipment Modification Design**

- 4.4.1. Vendor must assess the existing SIRN equipment, including its performance, specifications, and limitations, incorporate new technologies or components to improve the SIRN equipment's performance, reliability, or efficiency.
- 4.4.2. Vendor must implement modifications to the SIRN equipment, which may involve disassembly, fabrication, installation, and testing.
  - 4.4.2.1. Vendor must conduct any testing necessary to ensure the SIRN equipment will function correctly.

**4.5. Contract Item # 5 – Intermodulation Study**

- 4.5.1. Vendor must evaluate the potential for intermodulation interference in a SIRN telecommunications tower system.
- 4.5.2. Vendor must provide a detailed analysis of the SIRN infrastructure's radio frequency (RF) components, including antennas, transmission lines, and other components.

**4.6. Contract Item # 6 – Maximum Permissible Exposure Analysis**

- 4.6.1. Vendor must evaluate and provide a detailed analysis of the potential human exposure to electromagnetic radiation (EMR) from a SIRN tower system.

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- 4.6.2.** Vendor must assess the SIRN tower system's EMR emissions, considering factors such as the frequencies used by the system, the transmission power, and the distance from the SIRN tower.

**4.7. Contract Item # 7 – Environmental Impact Studies**

- 4.7.1.** Vendor must evaluate and provide a detailed study of the potential environmental impact of installing a new SIRN tower or expanding an existing SIRN infrastructure.
- 4.7.2.** Vendor must assess the proposed SIRN tower site and surrounding areas, considering factors such as but not limited to soil and water quality, wildlife habitats, and the potential for erosion or other environmental damage.

**4.8. Contract Item # 8 – Redlined As-Built Site Plan**

- 4.8.1.** Vendor must provide a detailed and accurate representation of the physical layout and configuration of a SIRN tower system.
- 4.8.1.1.** As-Built's must include the location of antennas, transmission lines, and other components, as well as the orientation and height of the SIRN tower.

**4.9. Contract Item # 9 – Local Zoning Approvals (New SIRN Towers)**

- 4.9.1.** Vendor must apply, as applicable, to the local zoning board or commission, may also require permits or approvals from other agencies or authorities, such as the Federal Communications Commission (FCC) or the state environmental agency.

**4.10. Contract Item # 10 – Local Building and Electrical Permits**

- 4.10.1.** Vendor must submit building and electrical permits to the local building department and ensure that the construction of the SIRN tower complies with the local building codes, safety regulations, and other applicable laws.
- 4.10.2.** Vendor must ensure that the electrical work is done and in compliance with all applicable electrical codes and regulations.

**Telecommunications Equipment Modification**

**4.11. Contract Item # 11 – Equipment Installation and Integrity**

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- 4.11.1. Vendor must make changes to the existing SIRN equipment or infrastructure to meet the changing needs of the network or to improve performance.
- 4.11.2. Vendor must ensure that the SIRN telecommunications equipment operates safely and reliably.
- 4.11.3. Vendor must perform regular inspection, and testing and non-construction repair of SIRN equipment to identify and resolve any issues that may affect performance or safety, as needed by request of Agency.
- 4.11.4. Vendor must test for electromagnetic radiation, equipment grounding and lightning protection, as needed by request of Agency, or while performing the services outlined in paragraph 4.11.3 above.

**4.12. Contract Item # 12 – Quality Insurance Inspections**

- 4.12.1. Vendor must review all relevant documents, such as the site survey report, SIRN tower design drawings, equipment specifications.
- 4.12.2. Vendor must inspect the site before installation to ensure that the site is prepared correctly.
- 4.12.3. Vendor must examine the SIRN equipment for any defects before installation.
  - 4.12.3.1. Vendor must ensure that the SIRN equipment meets the required standards and specifications.
- 4.12.4. Vendor must examine the SIRN tower installation process, including tower erection, SIRN equipment installation, and cable installation.
- 4.12.5. Vendor must witness and document all tests performed on the installed SIRN equipment and ensure that they meet the required performance standards.
- 4.12.6. Vendor must provide the final inspection of the entire installation, including the SIRN tower, SIRN equipment, and cables.
- 4.12.7. Vendor must prepare a detailed report outlining their findings, observations, and recommendations for any necessary corrective actions. Document for future reference and compliance purposes.

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**4.13. Contract Item # 13 – Baseline Measurement Compliance**

- 4.13.1. Vendor must periodically test and measure that the electromagnetic radiation emitted by the SIRN towers is within the limits set by regulatory bodies, as needed by request of Agency.

**Project Management**

**4.14. Contract Item # 14 – Project Management Level 1**

- 4.14.1. Vendor must work with other professionals such as but not limited to engineers, SIRN tower technicians, and contractors to plan and coordinate the installation, inspection and non-construction repair of SIRN infrastructure.
- 4.14.2. Vendor must communicate effectively with Agency and stakeholders, providing regular updates, as requested by Agency, on project progress and addressing any concerns or issues that may arise.

**4.15. Contract Item # 15 – Project Management Level 2**

- 4.15.1. Vendor must develop project plans, timelines, and budgets for SIRN infrastructure projects.
- 4.15.2. Vendor must coordinate with cross-functional teams to ensure timely and accurate completion of project tasks.
- 4.15.3. Vendor must manage project risks, issues, and changes, and ensure they are appropriately documented and communicated.
- 4.15.4. Vendor must develop and maintain strong relationships with Agency, stakeholders, and vendors.
- 4.15.5. Vendor must monitor project progress and provide regular status reports to Agency's senior management.

**4.16. Contract Item # 16 – Project Management Level 3**

- 4.16.1. Vendor must plan, execute, and oversee the installation and non-construction repair of SIRN infrastructure.
- 4.16.2. Vendor must supervise Project Management Level 1 and Project Management Level 2.

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**Geospatial Engineering (GIS)**

**4.17. Contract Item # 17 – GIS Level 1 (In relation to SIRN Infrastructure)**

- 4.17.1. Vendor must collect and analyze spatial data using GIS Software and other tools.
- 4.17.2. Vendor must create maps, charts, and other visualizations of geospatial data.
- 4.17.3. Vendor must manage and maintain geospatial databases and data sets.
- 4.17.4. Vendor must provide technical support to users of GIS software and other geospatial tools.
- 4.17.5. Vendor must conduct spatial analysis to support planning, design, and decision-making processes.

**4.18. Contract Item # 18 – GIS Level 2 (In relation to SIRN Infrastructure)**

- 4.18.1. Vendor must develop and implement GIS strategies, policies, and procedures.
- 4.18.2. Vendor must design and manage geospatial databases and data sets.
- 4.18.3. Vendor must conduct spatial analysis and modeling to support planning, design, and decision-making processes.
- 4.18.4. Vendor must lead GIS projects and manage teams of GIS professionals.
- 4.18.5. Vendor must collaborate with other professionals (e.g., engineers, architects, planners) to integrate geospatial data into their workflows and decision-making processes.
- 4.18.6. Vendor must evaluate and implement new GIS technologies and tools.

**4.19. Contract Item # 19 – GIS Level 3 (In relation to SIRN Infrastructure)**

- 4.19.1. Vendor must identify the best locations for SIRN towers based on factors such as population density, terrain, and existing infrastructure.

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- 4.19.2. Vendor must create and analyze coverage maps to optimize network coverage and identify areas that need additional SIRN towers.
- 4.19.3. Vendor must track the location and status of SIRN towers and prioritize inspection, testing and non-construction repair activities based on their impact on network performance.
- 4.19.4. Vendor must ensure compliance with regulatory requirements related to SIRN tower placement and radiation exposure limits.

### **Tower Management**

#### **4.20. Contract Item # 20 – Co-location Business Development and Asset Marketing**

- 4.20.1. Vendor must manage the process of providing space and infrastructure for multiple wireless carriers to place their equipment on a shared tower.
- 4.20.2. Vendor must include marketing assets to cellular carriers, utility companies, wireless internet service providers.
  - 4.20.2.1. It may also include other public safety and governmental agencies.
- 4.20.3. Vendor must have strong relationships with carriers and site acquisition firms to help plan their network buildout over a multi-year period.
- 4.20.4. Vendor must manage the contracting project from initial interest to installation of equipment and post installation surveys.
- 4.20.5. Vendor must provide periodic updates of existing opportunities and specific marketing efforts. The frequency of the periodic updates will be established by the Agency based upon scope of each project.
- 4.20.6. Vendor must meet predefined service levels agreed upon by the tower owner and colocation management company.

### **Professional Service Items**

#### **4.21. Contract Item # 21 – New SIRN Site Design (Site Placement, Search Ring Evaluation, RF Configuration/Design)**

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- 4.21.1. Vendor must provide the following:
  - 4.21.1.1. Location: determine the coverage area and signal strength.
  - 4.21.1.2. Tower Height: determine the coverage area and signal strength.
  - 4.21.1.3. Aesthetics: Must consider ways to make the towers blend in with their surroundings, such as painting them to match nearby buildings or landscaping around them.
  - 4.21.1.4. Safety: minimize the risk of accidents, such as using durable materials and providing adequate fencing and warning signs.
  - 4.21.1.5. Environmental Impact: minimize the environmental impact, such as using renewable energy sources or conducting environmental assessments before construction.

**4.22. Contract Item # 22 – Frequency Planning/Design (New and/or Existing SIRN Infrastructure)**

- 4.22.1. Vendor must provide selection of frequencies, allocation of channels, and the deployment of antennas to ensure optimal coverage and capacity within a given geographical area.

**4.23. Contract Item # 23 – DAQ Based Radio Propagation Analysis**

- 4.23.1. Vendor must measure and analyze radio wave propagation characteristics for SIRN towers.
- 4.23.2. Vendor must collect and analyze data on signal strength, noise levels, and other parameters in different locations around the SIRN tower and provide Agency with a detailed report of the findings.

**4.24. Contract Item # 24 – Regulatory Compliance/Verification**

- 4.24.1. Vendor must ensure compliance with FCC regulations, obtain the necessary permits and licenses, and conduct regular safety inspections, testing and non-construction repair on SIRN infrastructure, as requested by Agency.
- 4.24.2. Vendor must conduct inspections of the SIRN tower's structure, lighting, and other safety features, as well as monitoring the SIRN tower's emission to ensure they are within safe levels, as requested by Agency.

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4.24.3. Upon request by the Agency, Vendor must provide Agency with a copy of the inspection findings.

**4.25. Contract Item # 25 – FCC MPS Measurement/Verification**

4.25.1. Vendor must measure the electromagnetic fields around the SIRN tower to determine if the RF emissions are within safe levels.

4.25.2. Vendor must maintain records of these measurements and must be available to the FCC and Agency upon request.

4.25.3. Vendor must take corrective action if the emissions are above the Maximum Permissible Exposure limits.

**4.26. Contract Item # 26 – Site Turn-Up & Commissioning**

4.26.1. Vendor must integrate the new SIRN tower into the existing network infrastructure.

4.26.2. Vendor must test the new tower's connectivity to the core network and testing the performance of the SIRN tower and associated equipment.

4.26.3. Vendor must verify the SIRN tower is fully operational and that it is providing reliable network coverage.

**4.27. Contract Item # 27 – Frequency Retune/Optimization – Single Site Integration**

4.27.1. Vendor must analyze the signal quality and identify any issues that may be affecting the performance of the SIRN tower.

4.27.2. Vendor must adjust the frequency parameters of the SIRN tower to ensure that the signal is transmitted at the optimal frequency for the network.

4.27.3. Vendor must optimize the antenna configuration to ensure that the signal is transmitted and received efficiently.

4.27.4. Vendor must verify the performance of the SIRN tower after the frequency returning and optimization process.

4.27.5. Vendor must monitor the performance of the SIRN tower on an ongoing basis.

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**4.28. Contract Item # 28 – Frequency Retune/Optimization – Small Cluster**

- 4.28.1. Vendor must collect and analyze the data on the signal strength, quality, and coverage of the SIRN towers in the cluster.
- 4.28.2. Vendor must adjust the frequencies used by the SIRN towers to minimize interference and improve network performance.
- 4.28.3. Vendor must test and validate the network performance to ensure that the changes have resulted in an improvement in SIRN network performance.

**4.29. Contract Item # 29 – Frequency Retune/Optimization – Network Level**

- 4.29.1. Vendor must provide minimal interference and improve the quality and reliability of the RF signal.
- 4.29.2. Vendor must analyze network performance data, identify problem areas, and make adjustments to the frequency bands used by each SIRN tower.
- 4.29.3. Vendor must adjust the transmission power, antenna orientation, and other parameters to further optimize SIRN network performance.

**4.30. Contract Item # 30 – Site Acceptance Testing & Validation**

- 4.30.1. Vendor must evaluate signal strength, signal quality, and SIRN network coverage.
- 4.30.2. Vendor must test the SIRN tower's ability to handle heavy traffic loads.
- 4.30.3. Vendor must simulate high traffic conditions to ensure that the SIRN tower can handle the expected volume of data and voice traffic.
- 4.30.4. Vendor must test the SIRN tower's ability to withstand various environmental conditions, including extreme temperatures, rain, wind, and other weather events.
- 4.30.5. Vendor must ensure that the SIRN tower can continue to function in the event of a power outage.
- 4.30.6. Vendor must test the backup power systems.

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4.30.7. Vendor must provide the required power for the SIRN tower.

4.30.8. Vendor must evaluate the SIRN tower's physical security measures, such as fencing, alarms, and cameras, as well as testing the tower's cybersecurity measures.

**4.31. Contract Item # 31 – Signal Strength Reporting – Field Validation**

4.31.1. Vendor must measure the strength of the signal that is being transmitted by the SIRN tower and received by the end-user device.

4.31.2. Vendor must measure the strength of the signal at various points in the coverage area of the SIRN tower, identify any areas where the signal may be weak or unreliable.

**4.32. Contract Item # 32 – Tower Co-location Coordination**

4.32.1. Vendor must identify the tower owners and their respective contact information.

4.32.2. Vendor must determine the availability of space on the tower.

4.32.3. Vendor must identify the specific antennas, equipment, and cabling that each provider will need to install on the tower.

4.32.4. Vendor must develop a co-location agreement. This should include the terms of the agreement, such as the length of the lease, the rent and other fees, and the rights and responsibilities of each party.

4.32.5. Vendor must coordinate the installation, testing and non-construction repair of equipment.

4.32.6. Vendor must outline a process for resolving any disputes that may arise between the tower owners and the service providers.

4.32.7. Vendor must monitor compliance with the co-location agreement.

**4.33. Contract Item # 33 – Continuous Wave Testing**

4.33.1. Vendor must assess the coverage, capacity, and performance of a SIRN tower.

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**4.34. Contract Item # 34 – Interference Troubleshooting – Ensuring Regulatory Compliance**

- 4.34.1. Vendor must perform a SIRN site survey to identify potential sources of interference, such as nearby radio or television stations, power lines, and other electronic devices.
- 4.34.2. Vendor must monitor the SIRN tower signal strength and quality at different times of the day to determine if there are any patterns or trends in interference.
- 4.34.3. Vendor must provide a detailed report to Agency with the appropriate steps to mitigate the issue.

**4.35. Contract Item # 35 – Annual Health Checks**

- 4.35.1. Vendor must perform visual inspection of the SIRN tower and its components.
- 4.35.2. Vendor must provide measurement of antenna performance and signal strength.
- 4.35.3. Vendor must provide inspection of electrical systems and power sources.
- 4.35.4. Vendor must provide testing of backup power system (e.g., generators or batteries).
- 4.35.5. Vendor must provide Agency with verification of tower registration and compliance with local regulations.

**4.36. Contract Item # 36 – Alarm/ Testing/Verification**

- 4.36.1. Vendor must provide visual inspection of the SIRN tower alarm system components to ensure that they are in good working condition.
- 4.36.2. Vendor must verify that all alarm signals are properly connected and configured.
- 4.36.3. Vendor must test each alarm signal to verify that it is functioning correctly.

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- 4.36.4. Vendor must verify that the SIRN tower alarm system is communicating properly with the monitoring center.
- 4.36.5. Vendor must verify that the alarm system is reporting all alarms and events correctly.
- 4.36.6. Vendor must document the testing process, including any issues or concerns that were identified and, upon request by Agency, provide Agency with a copy of the findings/documentation.

**5. CONTRACT AWARD:**

- 5.1. **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the mandatory requirements and specifications for the lowest overall total cost as shown on the Pricing Page.
- 5.2. **Pricing Page:** Vendor must complete the Pricing Page by providing a Unit Price for the contract items listed in section 4.1. Vendor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. Vendor must complete the Pricing Page in its entirety as failure to do so will result in Vendor's bid being disqualified.

Vendor should electronically enter the information into the Pricing Page and through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: [Herbert.M.Skeens@wv.gov](mailto:Herbert.M.Skeens@wv.gov)

**6. ORDERING AND PAYMENT:**

- 6.1. **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Items, unless such a schedule is already included herein by Agency. In the event that

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this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs must be included in the flat fee or hourly rate listed in Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. SIRN SITE ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's SIRN tower sites. In the event that access cards and/or keys are required.
  - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform services.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5.** Vendor shall inform all Vendor staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

- 10.1.** The following shall be considered a vendor default under this Contract.
  - 10.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4.** Failure to remedy deficient performance upon request.

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

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. Reports:** Upon Agency's request, Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Stacy McNew
<b>Telephone Number:</b>	717-580-1581
<b>Fax Number:</b>	717-580-1581
<b>Email Address:</b>	stacy.mcnew@agilenetworks.com

STATE OF WEST VIRGINIA  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Asic Network Builders LLC

Authorized Signature: [Signature] Date: 06-26-23

State of Ohio

County of Turkey, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of June, 2023.

My Commission expires 07/06/2026, 2026.  
Richard J. Ross

**AFFIX SEAL HERE**



NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
07/06/2026

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (07/09/2021)

**Exhibit A - Pricing Page  
ARFQ 0606 HSE2300000013**

**Professional Services for West Virginia Statewide Interoperable Radio Network**

<b>Contract Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity*</b>	<b>Unit Price</b>	<b>Total Cost</b>
4.1	New Telecommunications Equipment initial Structural analysis	Ea	25	\$2,500.00	\$62,500.00
4.2	Existing telecommunications equipment structural analysis	Ea	25	\$2,500.00	\$62,500.00
4.3	Site Survey (FAA 8260.19D)	Ea	25	\$7,440.00	\$186,000.00
4.4	Telecommuncations Equipment Modification Design	Ea	25	\$2,160.00	\$54,000.00
4.5	Intermodulation Study	Ea	25	\$4,200.00	\$105,000.00
4.6	Maximum Permissible Exposure Analysis	Ea	25	\$715.00	\$17,875.00
4.7	Environmental Impact Studies	Ea	25	\$4,400.00	\$110,000.00
4.8	Redlined As-Built Site Plan	Ea	25	\$990.00	\$24,750.00
4.9	Local Zoning Approvals	Ea	25	\$1,925.00	\$48,125.00
4.10	Local Building and Electrical Permits	Ea	25	\$945.00	\$23,625.00
4.11	Equipment Installation and Integrity	Ea	25	\$1,440.00	\$36,000.00
4.12	Quality Insurance Inspections	Ea	25	\$3,300.00	\$82,500.00
4.13	Baseline Measurement Compliance	Ea	25	\$1,440.00	\$36,000.00
4.14	Project Management Level 1	Ea	25	\$3,600.00	\$90,000.00
4.15	Project Management Level 2	Ea	25	\$8,400.00	\$210,000.00
4.16	Project Management Level 3	Ea	25	\$2,400.00	\$60,000.00
4.17	GIS Level 1	Ea	25	\$1,500.00	\$37,500.00
4.18	GIS Level 2	Ea	25	\$3,600.00	\$90,000.00
4.19	GIS Level 3	Ea	25	\$2,100.00	\$52,500.00
4.20	Co-location Business Development and Asset Marketing	Ea	25	\$1.00	\$25.00
4.21	New Site Design (Site Placement, Search Ring Evaluation, RF Configuration/Design)	Ea	25	\$4,550.00	\$113,750.00
4.22	Frequency Planning/Design	Ea	25	\$4,680.00	\$117,000.00
4.23	DAQ Based Radio Propagation Analysis	Ea	25	\$3,120.00	\$78,000.00
4.24	Regulatory Compliance/Verification	Ea	25	\$6,500.00	\$162,500.00
4.25	FCC MPS Measurement/Verification	Ea	25	\$1,890.00	\$47,250.00
4.26	Site Turn-Up & Commissioning	Ea	25	\$7,200.00	\$180,000.00
4.27	Frequency Retune/Optimization - Single Site Integration	Ea	25	\$1,260.00	\$31,500.00
4.28	Frequency Retune/Optimization - Small Cluster	Ea	25	\$5,040.00	\$126,000.00
4.29	Frequency Retune/Optimization - Network Level	Ea	25	\$1,260.00	\$31,500.00
4.30	Site Acceptance Testing & Validation	Ea	25	\$2,880.00	\$72,000.00
4.31	Signal Strength Reporting - Field Validation	Ea	25	\$2,640.00	\$66,000.00

**Exhibit A - Pricing Page  
ARFQ 0606 HSE2300000013**

**Professional Services for West Virginia Statewide Interoperable Radio Network**

Contract Item #	Description	Unit of Measure	Estimated Quantity*	Unit Price	Total Cost
4.32	Tower Colocation Coordination	Ea	25	\$1.00	\$25.00
4.33	Continuous Wave Testing	Ea	25	\$2,640.00	\$66,000.00
4.34	Interference Troubleshooting - Ensuring Regulatory Compliance	Ea	25	\$2,640.00	\$66,000.00
4.35	Annual Health Checks	Ea	25	\$3,850.00	\$96,250.00
4.36	Alarm/Testing/Verification	Ea	25	\$1,440.00	\$36,000.00
					\$2,678,675.00

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in*

*Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.*

*\*Estimated Quantities are for bidding purposes only.*

<b>Bidder/Vendor Information:</b>
Name: Agile Network Builders LLC
Address: 213 Market St. N, Canton, OH 44702
Phone No.: 330-365-5265
Fax No.: N/A
Email Address: stacy.mcnew@agilenetworks.com
Authorized Signature: 

**NOTES:**

\* Quantities are estimated for bid evaluation purposes only.

**FEDERAL FUNDS ADDENDUM**  
**2 C.F.R. §§ 200.317 – 200.327**

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Division of Emergency Management. Vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

**FEDERAL FUNDS ADDENDUM**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Homeland Security, Division of Emergency Management, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR  
SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**

**(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)**

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

**(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)**

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.**

**State of West Virginia  
Division of Emergency Management**

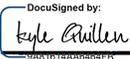
**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vendor Name:**

**By:**  \_\_\_\_\_

**Printed Name:** kyle quillen \_\_\_\_\_

**Title:** President CEO \_\_\_\_\_

**Date:** 6/27/2023 \_\_\_\_\_

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

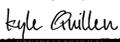
**No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.**

**If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, Agile Network Builders, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

DocuSigned by:  
  
-----

**Signature of Contractor's Authorized Official**

Kyle Quillen  
-----

**Name and Title of Contractor's Authorized Official**

6/27/2023  
-----

**Date**

**EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 170-6-6**

**§170-6-6. Remedies**

6.1. The Assistant Director – DAS Purchasing Section may require that the Division attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The Division must document any resolution efforts and provide copies of those documents to the Assistant Director – DAS Purchasing Section.

**6.2. Contract Cancellation.**

6.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

6.2.1.a. The vendor agrees to the cancellation;

6.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

6.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

6.2.1.d. The existence of an organizational conflict of interest is identified;

6.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

6.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

6.2.1.g. The contract was awarded in error.

6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

6.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

6.2.4. Re-Award. The Assistant Director – DAS Purchasing Section may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

6.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

6.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

**EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 170-6-6**

6.2.4.c. Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

6.3. Non-Responsible. If the Assistant Director – DAS Purchasing Division believes that a vendor may be non-responsible, the Assistant Director – DAS Purchasing Section may request that a vendor provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Assistant Director – DAS Purchasing Section determines that the vendor is non-responsible, the Assistant Director – DAS Purchasing Section shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

6.4. Damages.

6.4.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the Division.

6.4.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Division for the merchandise until the amount of actual damages incurred has been determined.

6.4.3. The Division shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**Prevailing Wage Determination**

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 1235901		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Professional Services for WV SIRN		Addendum 3	
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-06-16	2023-06-27 14:00	ARFQ 0606 HSE2300000013	4

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:** VS0000018151

**Vendor Name :** Agile Network Builders, LLC

**Address :** 213

**Street :** Market Ave. N

**City :** Canton

**State :** OH

**Country :**United States

**Zip :** 44702

**Principal Contact :** Stacy McNew

**Vendor Contact Phone:** 717-580-1581

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Herbert Mickey Skeens

(304) 558-2350

herbert.m.skeens@wv.gov

**Vendor  
Signature X** 

**FEIN#** 271949564

**DATE** 06/27/2023

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Emergency Management (WVEMD or Agency) to establish an open-end contract for professional services for the West Virginia Statewide Interoperable Radio Network.

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1 - New Telecommunications Equipment Analysis	25.00000	EA	\$2,500	\$62,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.1 - New Telecommunications Equipment Initial Structural Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.2 - Existing Telecommunications Equipment Analysis	25.00000	EA	\$2,500	\$62,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.2 - Existing Telecommunications Equipment Structural Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.3 - Site Survey (FAA 8260.19D)	25.00000	EA	\$7,440	\$186,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.3 - Site Survey (FAA 8260.19D)

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.4 - Telecommunications Equipment Modification Design	25.00000	EA	\$2,160	\$54,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.4 - Telecommunications Equipment Modification Design

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.5 - Intermodulation Study	25.00000	EA	\$4,200	\$105,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.5 - Intermodulation Study

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.6 - Maximum Permissible Exposure Analysis	25.00000	EA	\$715	\$17,875

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.6 - Maximum Permissible Exposure Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.7 - Environmental Impact Studies	25.00000	EA	\$4,400	\$110,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.7 - Environmental Impact Studies

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.8 - Redlined As-Built Site Plan	25.00000	EA	\$990	\$24,750

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.8 - Redlined As-Built Site Plan

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.9 - Local Zoning Approvals	25.00000	EA	\$1,925	\$48,125

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.9 - Local Zoning Approvals

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.10 - Local Building and Electrical Permits	25.00000	EA	\$945	\$23,625

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.10 - Local Building and Electrical Permits

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.11 - Equipment Installation and Integrity	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.11 - Equipment Installation and Integrity

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.12 - Quality Insurance Inspections	25.00000	EA	\$3,300	\$82,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.12 - Quality Insurance Inspections

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.13 - Baseline Measurement Compliance	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.13 - Baseline Measurement Compliance

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.14 - Project Management Level 1	25.00000	EA	\$3,600	\$90,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.14 - Project Management Level 1

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.15 - Project Management Level 2	25.00000	EA	\$8,400	\$210,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.15 - Project Management Level 2

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
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MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.16 - Project Management Level 3	25.00000	EA	\$2,400	\$60,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.16 - Project Management Level 3

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.17 - Geographic Information System Level 1	25.00000	EA	\$1,500	\$37,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.17 - Geographic Information System Level 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.18 - Geographic Information System Level 2	25.00000	EA	\$3,600	\$90,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.18 - Geographic Information System Level 2

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.19 - Geographic Information System Level 3	25.00000	EA	\$2,100	\$52,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.19 - Geographic Information System Level 3

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.20 - Co-Location Business Development and Asset Marketing	25.00000	EA	\$1	\$25

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.20 - Co-Location Business Development and Asset Marketing

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.21 - New Site Design	25.00000	EA	\$4550	\$113,750

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.21 - New Site Design (Site Placement, Search Ring Evaluation, RF Configuration/Design)

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.22 - Frequency Planning/Design	25.00000	EA	\$4,680	\$117,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.22 - Frequency Planning/Design

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.23 - DAQ Based Radio Propagation Analysis	25.00000	EA	\$3,120	\$78,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.23 - DAQ Based Radio Propagation Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.24 - Regulatory Compliance/Verification	25.00000	EA	\$6,500	\$162,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.24 - Regulatory Compliance/Verification

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.25 - FCC MPS Measurement/Verification	25.00000	EA	\$1,890	\$47,250

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.25 - FCC MPS Measurement/Verification

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.26 - Site Turn-Up and Commissioning	25.00000	EA	\$7,200	\$180,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.26 - Site Turn-Up and Commissioning

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.27 - Frequency Retune/Optimization - Single	25.00000	EA	\$1,260	\$31,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.27 - Frequency Retune/Optimization - Single Site Integration

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.28 - Frequency Retune/Optimization - Small Cluster	25.00000	EA	\$5040	\$126,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.28 - Frequency Retune/Optimization - Small Cluster

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

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MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.29 - Frequency Retune/Optimization - Network Level	25.00000	EA	\$1,260	\$31,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.29 - Frequency Retune/Optimization - Network Level

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.30 - Site Acceptance Testing and Validation	25.00000	EA	\$2,880	\$72,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.30 - Site Acceptance Testing and Validation

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	4.31 - Signal Strength Reporting - Field Validation	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.31 - Signal Strength Reporting - Field Validation

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
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DIVISION OF EMERGENCY  
MANAGEMENT  
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DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	4.32 - Tower Co-Location Coordination	25.00000	EA	\$1	\$25

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.32 - Tower Co-Location Coordination

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	4.33 - Continuous Wave Testing	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.33 - Continuous Wave Testing

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	4.34 - Interference Troubleshooting - Ensuring Regulatory	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.34 - Interference Troubleshooting - Ensuring Regulatory Compliance

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR WV  
US

DUNBAR WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	4.35 - Annual Health Checks	25.00000	EA	\$3,850	\$96,250

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.35 - Annual Health Checks

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR WV  
US

DUNBAR WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	4.36 - Alarm/Testing/Verification	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.36 - Alarm/Testing/Verification

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2023-06-06
2	Questions due by 2:00pm EST	2023-06-13

	Document Phase	Document Description	Page 20
HSE230000013	Final	Professional Services for WV SIRN	

## 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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

June 6, 2023 @ 10:00am EST  
WV Division of Administrative Services  
1124 Smith Street, 2nd Floor  
Charleston, WV 25301

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### 3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:	Yes	
BUYER:	Mickey Skeens	Email: Herbert.M.Skeens@wv.gov
SOLICITATION NO.:	ARFQ 0606 HSE2300000013	
BID OPENING DATE:	June 26, 2023	
BID OPENING TIME:	10:00am EST	
FAX NUMBER:	N/A	

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. 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.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**11. NON-RESPONSIBLE:** The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**12. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.

**13. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Emergency Management Division.
  - 2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
  - 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. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on the date indicated on the awarded contract and extends for a period of two (2) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to eight (8) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

**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 received by the Agency prior to Contract award.

**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 Agency prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input checked="" type="checkbox"/>	West Virginia Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**10. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**11. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**12. PAYMENT IN ARREARS:** 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.

**13. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**14. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**15. 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.

**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. CANCELLATION:** The Agency 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

**18. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**19. 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.

**20. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. PRIVACY, SECURITY, AND 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>

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**30. LICENSING:** In accordance with applicable law, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. 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.

**34. 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.

**35. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**36. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

**38. 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.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

DocuSigned by:  
*Stacy McNew* Account Manager  
373E184898DE4C8  
**(Name, Title)**  
[Stacy McNew Account Manager](#)

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**(Printed Name and Title)**  
[213 Market Ave. N, Canton, OH 44702](#)

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**(Address)**  
[717-580-1581/717-580-1581](#)

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**(Phone Number) / (Fax Number)**  
[stacy.mcnew@agilenetworks.com](mailto:stacy.mcnew@agilenetworks.com)

---

**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

[Agile Network Builders LLC](#)  
**(Company)**

DocuSigned by:  
*Kyle Quillen* President CEO  
3A81874AAB464EB  
**(Authorized Signature) (Representative Name, Title)**

[Kyle Quillen CEO](#)  
**(Printed Name and Title of Authorized Representative)**

[06-27/2023](#)  
**(Date)**

[330-365-5265 / N/A](#)  
**(Phone Number) (Fax Number)**

### ADDENDUM ACKNOWLEDGEMENT FORM

**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Agile Network Builders LLC

Company

DocuSigned by:  


Authorized      Signature

06/27/2023

Date

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

## **Qualifications from Terms & Conditions document in bid ARFQ 0606 HSE2300000013**

### **#6 West Virginia Contractor's License**

Agile's Director of Wireless is actively pursuing a WV Contractor's license and will have it prior to the projected award date.

## **Qualifications from the Specifications document in bid ARFQ 0606 HSE2300000013**

### **3.1 Vendor must have ten (10) years of experience providing services in the emergency management, first responders' industry (P25, LMR networks and manufacturers' products)**

Agile Networks Builders, LLC ("Agile") has been providing services in the emergency management, first responders' industry since 2010.

In 2010, the State of Ohio was seeking an Ethernet backhaul to connect the cell sites supporting its Multi Agency Radio Communication System ("MARCS"), which is the State's public safety two-way radio system. At the time, MARCS was fully reliant on T1 connectivity that was expensive and unreliable. In addition to budgetary and reliability issues, the State was preparing to upgrade to a new operating platform that was going to require increased bandwidth and significant performance improvements, which led the Ohio Department of Administrative Services ("DAS") to search for an alternative solution. DAS wanted MARCS to become a communications system that was positioned for the future – a system that could support new applications and increase bandwidth at a moment's notice, without curtailing performance or reliability.

Agile designed and managed all aspects of the project, and implemented a solution for Ohio that broadly addressed public safety communications and was scalable to support the MARCS network. Doing so necessitated a deep understanding of the MARCS P25 network and the equipment leveraged. Utilizing private funding, Agile created a hybrid fiber/ microwave network utilizing State-owned tower assets to deliver mission-critical connectivity between individual Public Safety Answering Points ("PSAPs") and the appropriate MARCS zone controller. With the State of Ohio MARCS Program acting as the anchor tenant for the system and project build-out coordinated with the system upgrade to the two-way radio system, the project involved the installation of over 200 RF tower sites. The majority of the sites were new tower and new shelter installations with emergency generators, security fencing, and access drives; all of the sites were designed to the Motorola R56 standard.

Today, years after implementation, Agile continues to monitor, maintain, and operate this network to ensure reliable up-time for Ohio first responders.

Agile has twice updated the network transport system in order to accommodate increases in customer demand and further develop next generation services. These updates included increasing redundancy within the initial network in order to allow for seamless traffic reroutes and to extend Agile's network into additional core datacenters and local government points of presence to support MARCS' customer growth. Agile also added capacity in rural markets to help broadband providers and cellular carriers address Ohio's rural broadband needs. These updates included constructing additional fiber optics, and implementing VPLS/other metro Ethernet protocols as customer requirements dictated.

The completion of the network provided the connectivity that MARCS needed. MARCS is currently recognized as mission critical infrastructure that has positioned Ohio for the future and set the standard

for public safety communications. Agile's network is scalable and provides guaranteed reliability and exceptional performance. Further, the State of Ohio has realized increased asset value with the addition of the high-capacity backhaul available at all the State-owned tower sites.

**3.2 Vendor must have five (5) years verifiable experience in the tower infrastructure industry including, but not limited to or constrained by: zoning/permitting, surveys and geospatial analysis, environmental and RP design, architecture, design and construction, operations, field services and asset marketing.**

Agile has over a decade of experience in the tower industry, and is very familiar with the rules, standards, and best practices that would govern and apply to this opportunity to provide Professional Services for the West Virginia Statewide Interoperable Radio Network.

In 2010, Agile transitioned from a network implementation company to a full scale network operator. This decision was primarily driven by the arrangement entered into with MARCS as described in response to section 3.1. Agile's network is constructed leveraging a hybrid of fiber optic and microwave technologies with vertical infrastructure serving as key backbone sites which connect back to data centers throughout the United States. In many instances, Agile colocates on existing tower sites. Each time a new third party tower site is brought online, the Agile deployment team runs through the appropriate steps which can include tower structural analyses, intermodulation studies, tower mapping, and modification design/execution.

There are also circumstances that have driven Agile to construct and maintain their own towers. Agile has been building towers since 2015 which has necessitated an expertise in zoning/permitting, surveys and geospatial analysis, environmental and RP design, architecture, design and construction alongside the ongoing operations and field services required to properly maintain the site.

Owning sites has also granted Agile the opportunity to market said towers to interested third parties including cellular carriers and internet service providers. Agile's proficiency in doing so also led to the company entering into a contract with the Commonwealth of Pennsylvania to market their own assets to commercial third parties in exchange for a share of the revenues. More detail on this relationship can be found in response to section 3.5 below.

**3.3 Vendor must have existing agreements with Mobile Operators (infrastructure and services) related services/products in this ARFQ.**

Agile has held agreements with major mobile carriers since 2015. Agile provides site acquisition, site development, and transport services throughout the United States for all four of the major US carriers.

**3.4 Vendor must be currently providing services in (not for) the State of West Virginia.**

Agile currently provides tower infrastructure and transport services to cell carriers and businesses located in the state of West Virginia.

**3.5 Vendor must have existing contracts providing similar or related services or products with State(s) other than the State of West Virginia**

In prior sections Agile has detailed their relationship with the State of Ohio and also is in year 5 of a program with the Commonwealth of Pennsylvania to manage and market their vertical infrastructure.

In August of 2019, Agile continued to expand services and tower portfolio by partnering with the Commonwealth of Pennsylvania's Office of Enterprise Wireless Management to market and manage over 3,000 tower, rooftops, designated land and non-restricted rights of way to national mobile operators, low latency traders, regional emergency responders and local last mile fixed wireless services providers (WISP). Agile's expertise is being leveraged on behalf of the Commonwealth of Pennsylvania to work in full communion with Pennsylvania State Police, Department of Conservation and Natural Resources, Department of Transportation, Department of Economic Development among others to facilitate the monetization of existing assets. Additionally, Agile works with potential tenants to identify Commonwealth properties that make strong candidates for new construction. For each opportunity, Agile negotiates the agreements to occupy the Commonwealth assets and is contracted to carry out the appropriate due diligence (as identified in section 3.2) prior to NTPs being issued to tenants.

**3.6 Vendor must provide Agency with a minimum of three (3) State/County level references. The references must be submitted with the vendor's bid for Agency evaluation.**

Please see references on the pages to follow.

**From:** [Bembenick, Matthew](#)  
**To:** [McNew, Stacy](#)  
**Subject:** Referral  
**Date:** Wednesday, June 14, 2023 12:50:05 PM

---

Matthew M. Bembenick, Executive Director  
Commonwealth of Pennsylvania  
Department of General Services – Office of Enterprise Wireless Management

Partner

Agile Network Builders  
213 Market St. N  
Suite 310  
Canton Ohio 44702

Service Relationship

Contract #: 4400021522 – Wireless Infrastructure Program Manager  
Contract Commencement Date: August 30, 2019  
Service Duration: 30 years  
Services: Agile is the Program Manager for the Wireless Infrastructure Program Manager contract, in support of the Office of Enterprise Wireless Management. We oversee the Commonwealth's efforts to monetize excess and underutilized capacity on Commonwealth-owned wireless assets in support of the development, improvement and expansion of digital telecommunications in Pennsylvania.

Current Status

Agile Network Builders is currently in good standing with the Department of General Services, Commonwealth of Pennsylvania.

Sincerely,  
Matthew M. Bembenick

**Matthew M. Bembenick** | Executive Director  
Office of Enterprise Wireless Management  
Department of General Services  
Commonwealth of Pennsylvania  
555 Walnut Street, Room 601  
Harrisburg, PA 17101  
(P) 717.705.3896 | (C) 717.576.7117  
[mbembenick@pa.gov](mailto:mbembenick@pa.gov)  
[www.dgs.state.pa.us](http://www.dgs.state.pa.us)

**From:** [rdreher@coshoctonfire.org](mailto:rdreher@coshoctonfire.org) <[rdreher@coshoctonfire.org](mailto:rdreher@coshoctonfire.org)>

**Date:** Monday, June 26, 2023 at 1:46 PM

**To:** Yoder, Kyle <[kyle.yoder@agilenetworks.com](mailto:kyle.yoder@agilenetworks.com)>

**Subject:** Agile Network Referral

Partner

Agile Network Builders  
213 Market St. N  
Suite 310  
Canton Ohio 44702

Service Relationship

Contract: County Broadband Project 2022

Contract Commencement Date: April 2022

Service Duration: 2 years

Services: Agile is the Program Manager for the Wireless Infrastructure Program Manager contract, in support of the County Commissioners Office. We are building a 5g network broadband infrastructure in the county on 18 towers. This includes collocation site deployments, new carrier grade tower builds that will facilitate broadband infrastructure and cellular infrastructure collocation. Design, procure, deploy and operate 5g broadband infrastructure on all site in the county.

Current Status

Agile Network Builders is currently in good standing with the Coshocton County Commissioners office, of Ohio.

Sincerely,

Rusty Dreher, County Broadband Supervisor  
County Of Coshocton, OH

**From:** [sthompson@seolibraries.org](mailto:sthompson@seolibraries.org) <[sthompson@seolibraries.org](mailto:sthompson@seolibraries.org)>

**Sent:** Monday, June 26, 2023 9:20 AM

**To:** Strecansky, Rick <[rick.strecansky@agilenetworks.com](mailto:rick.strecansky@agilenetworks.com)>

**Subject:** Agile Networks

Responding Individual Name: Sandi Thompson

Entity: Puskarich Public Library (OPLIN)

Entity: Functional Responsibility: Connectivity for multiple branches of Puskarich (Harrison County) Libraries.

Partner

Agile Network Builders

213 Market St. N

Suite 310

Canton Ohio 44702

Service Relationship

Contract Commencement Date: March 2016

Service Duration: 7 years, 3 months

Services: Transport for multiple locations

Current Status

Agile Network Builders is currently in good standing with the Puskarich (Harrison County) Library System.

Agile has always been responsive to issues and provided reliable service.

Thank You,

Sandi Thompson

**Exhibit A - Pricing Page  
ARFQ 0606 HSE2300000013**

**Professional Services for West Virginia Statewide Interoperable Radio Network**

<b>Contract Item #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity*</b>	<b>Unit Price</b>	<b>Total Cost</b>
4.1	New Telecommunications Equipment initial Structural analysis	Ea	25	\$2,500.00	\$62,500.00
4.2	Existing telecommunications equipment structural analysis	Ea	25	\$2,500.00	\$62,500.00
4.3	Site Survey (FAA 8260.19D)	Ea	25	\$7,440.00	\$186,000.00
4.4	Telecommuncations Equipment Modification Design	Ea	25	\$2,160.00	\$54,000.00
4.5	Intermodulation Study	Ea	25	\$4,200.00	\$105,000.00
4.6	Maximum Permissible Exposure Analysis	Ea	25	\$715.00	\$17,875.00
4.7	Environmental Impact Studies	Ea	25	\$4,400.00	\$110,000.00
4.8	Redlined As-Built Site Plan	Ea	25	\$990.00	\$24,750.00
4.9	Local Zoning Approvals	Ea	25	\$1,925.00	\$48,125.00
4.10	Local Building and Electrical Permits	Ea	25	\$945.00	\$23,625.00
4.11	Equipment Installation and Integrity	Ea	25	\$1,440.00	\$36,000.00
4.12	Quality Insurance Inspections	Ea	25	\$3,300.00	\$82,500.00
4.13	Baseline Measurement Compliance	Ea	25	\$1,440.00	\$36,000.00
4.14	Project Management Level 1	Ea	25	\$3,600.00	\$90,000.00
4.15	Project Management Level 2	Ea	25	\$8,400.00	\$210,000.00
4.16	Project Management Level 3	Ea	25	\$2,400.00	\$60,000.00
4.17	GIS Level 1	Ea	25	\$1,500.00	\$37,500.00
4.18	GIS Level 2	Ea	25	\$3,600.00	\$90,000.00
4.19	GIS Level 3	Ea	25	\$2,100.00	\$52,500.00
4.20	Co-location Business Development and Asset Marketing	Ea	25	\$1.00	\$25.00
4.21	New Site Design (Site Placement, Search Ring Evaluation, RF Configuration/Design)	Ea	25	\$4,550.00	\$113,750.00
4.22	Frequency Planning/Design	Ea	25	\$4,680.00	\$117,000.00
4.23	DAQ Based Radio Propagation Analysis	Ea	25	\$3,120.00	\$78,000.00
4.24	Regulatory Compliance/Verification	Ea	25	\$6,500.00	\$162,500.00
4.25	FCC MPS Measurement/Verification	Ea	25	\$1,890.00	\$47,250.00
4.26	Site Turn-Up & Commissioning	Ea	25	\$7,200.00	\$180,000.00
4.27	Frequency Retune/Optimization - Single Site Integration	Ea	25	\$1,260.00	\$31,500.00
4.28	Frequency Retune/Optimization - Small Cluster	Ea	25	\$5,040.00	\$126,000.00
4.29	Frequency Retune/Optimization - Network Level	Ea	25	\$1,260.00	\$31,500.00
4.30	Site Acceptance Testing & Validation	Ea	25	\$2,880.00	\$72,000.00
4.31	Signal Strength Reporting - Field Validation	Ea	25	\$2,640.00	\$66,000.00

**Exhibit A - Pricing Page  
ARFQ 0606 HSE2300000013**

**Professional Services for West Virginia Statewide Interoperable Radio Network**

Contract Item #	Description	Unit of Measure	Estimated Quantity*	Unit Price	Total Cost
4.32	Tower Colocation Coordination	Ea	25	\$1.00	\$25.00
4.33	Continuous Wave Testing	Ea	25	\$2,640.00	\$66,000.00
4.34	Interference Troubleshooting - Ensuring Regulatory Compliance	Ea	25	\$2,640.00	\$66,000.00
4.35	Annual Health Checks	Ea	25	\$3,850.00	\$96,250.00
4.36	Alarm/Testing/Verification	Ea	25	\$1,440.00	\$36,000.00
					\$2,678,675.00

*Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in*

*Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.*

*\*Estimated Quantities are for bidding purposes only.*

<b>Bidder/Vendor Information:</b>
Name: Agile Network Builders LLC
Address: 213 Market St. N, Canton, OH 44702
Phone No.: 330-365-5265
Fax No.: N/A
Email Address: stacy.mcnew@agilenetworks.com
Authorized Signature: 

**NOTES:**

\* Quantities are estimated for bid evaluation purposes only.

**FEDERAL FUNDS ADDENDUM**  
**2 C.F.R. §§ 200.317 – 200.327**

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Division of Emergency Management. Vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

**FEDERAL FUNDS ADDENDUM**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Homeland Security, Division of Emergency Management, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR  
SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**  
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.**

**State of West Virginia  
Division of Emergency Management**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vendor Name:**

**By:**  \_\_\_\_\_

**Printed Name:** kyle quillen \_\_\_\_\_

**Title:** President CEO \_\_\_\_\_

**Date:** 6/27/2023 \_\_\_\_\_

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

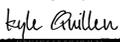
**No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.**

**If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.**

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, Agile Network Builders, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

DocuSigned by:  
  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Signature of Contractor's Authorized Official**

Kyle Quillen  
\_\_\_\_\_

**Name and Title of Contractor's Authorized Official**

6/27/2023  
\_\_\_\_\_

**Date**

**EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 170-6-6**

**§170-6-6. Remedies**

6.1. The Assistant Director – DAS Purchasing Section may require that the Division attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The Division must document any resolution efforts and provide copies of those documents to the Assistant Director – DAS Purchasing Section.

**6.2. Contract Cancellation.**

6.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

6.2.1.a. The vendor agrees to the cancellation;

6.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

6.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

6.2.1.d. The existence of an organizational conflict of interest is identified;

6.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

6.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

6.2.1.g. The contract was awarded in error.

6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

6.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

6.2.4. Re-Award. The Assistant Director – DAS Purchasing Section may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

6.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

6.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

**EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS (2 C.F.R. § 200.317):**

**W. Va. CSR § 170-6-6**

6.2.4.c. Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

6.3. Non-Responsible. If the Assistant Director – DAS Purchasing Division believes that a vendor may be non-responsible, the Assistant Director – DAS Purchasing Section may request that a vendor provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Assistant Director – DAS Purchasing Section determines that the vendor is non-responsible, the Assistant Director – DAS Purchasing Section shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

6.4. Damages.

6.4.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the Division.

6.4.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Division for the merchandise until the amount of actual damages incurred has been determined.

6.4.3. The Division shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

**Prevailing Wage Determination**

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 1235901	<b>Reason for Modification:</b> Addendum 3
<b>Doc Description:</b> Professional Services for WV SIRN	
<b>Proc Type:</b> Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-16	2023-06-27 14:00	ARFQ 0606 HSE2300000013	4

**BID RECEIVING LOCATION**

**VENDOR**

**Vendor Customer Code:** VS0000018151  
**Vendor Name :** Agile Network Builders, LLC  
**Address :** 213  
**Street :** Market Ave. N  
**City :** Canton  
**State :** OH **Country :**United States **Zip :** 44702  
**Principal Contact :** Stacy McNew  
**Vendor Contact Phone:** 717-580-1581 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Herbert Mickey Skeens  
(304) 558-2350  
herbert.m.skeens@wv.gov

**Vendor  
Signature X**   
DocuSigned by:  
9AB1614AA6484FB

**FEIN#** 271949564

**DATE** 06/27/2023

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

The West Virginia Department of Homeland Security - Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Emergency Management (WVEMD or Agency) to establish an open-end contract for professional services for the West Virginia Statewide Interoperable Radio Network.

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1 - New Telecommunications Equipment Analysis	25.00000	EA	\$2,500	\$62,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.1 - New Telecommunications Equipment Initial Structural Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.2 - Existing Telecommunications Equipment Analysis	25.00000	EA	\$2,500	\$62,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.2 - Existing Telecommunications Equipment Structural Analysis

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.3 - Site Survey (FAA 8260.19D)	25.00000	EA	\$7,440	\$186,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.3 - Site Survey (FAA 8260.19D)

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR                      WV  
US

DUNBAR                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.4 - Telecommunications Equipment Modification Design	25.00000	EA	\$2,160	\$54,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.4 - Telecommunications Equipment Modification Design

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.5 - Intermodulation Study	25.00000	EA	\$4,200	\$105,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.5 - Intermodulation Study

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.6 - Maximum Permissible Exposure Analysis	25.00000	EA	\$715	\$17,875

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.6 - Maximum Permissible Exposure Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.7 - Environmental Impact Studies	25.00000	EA	\$4,400	\$110,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.7 - Environmental Impact Studies

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.8 - Redlined As-Built Site Plan	25.00000	EA	\$990	\$24,750

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.8 - Redlined As-Built Site Plan

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.9 - Local Zoning Approvals	25.00000	EA	\$1,925	\$48,125

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.9 - Local Zoning Approvals

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.10 - Local Building and Electrical Permits	25.00000	EA	\$945	\$23,625

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.10 - Local Building and Electrical Permits

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.11 - Equipment Installation and Integrity	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.11 - Equipment Installation and Integrity

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.12 - Quality Insurance Inspections	25.00000	EA	\$3,300	\$82,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.12 - Quality Insurance Inspections

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.13 - Baseline Measurement Compliance	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.13 - Baseline Measurement Compliance

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.14 - Project Management Level 1	25.00000	EA	\$3,600	\$90,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.14 - Project Management Level 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.15 - Project Management Level 2	25.00000	EA	\$8,400	\$210,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.15 - Project Management Level 2

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.16 - Project Management Level 3	25.00000	EA	\$2,400	\$60,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.16 - Project Management Level 3

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.17 - Geographic Information System Level 1	25.00000	EA	\$1,500	\$37,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.17 - Geographic Information System Level 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.18 - Geographic Information System Level 2	25.00000	EA	\$3,600	\$90,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.18 - Geographic Information System Level 2

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.19 - Geographic Information System Level 3	25.00000	EA	\$2,100	\$52,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.19 - Geographic Information System Level 3

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.20 - Co-Location Business Development and Asset Marketing	25.00000	EA	\$1	\$25

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.20 - Co-Location Business Development and Asset Marketing

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.21 - New Site Design	25.00000	EA	\$4550	\$113,750

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.21 - New Site Design (Site Placement, Search Ring Evaluation, RF Configuration/Design)

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.22 - Frequency Planning/Design	25.00000	EA	\$4,680	\$117,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.22 - Frequency Planning/Design

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.23 - DAQ Based Radio Propagation Analysis	25.00000	EA	\$3,120	\$78,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.23 - DAQ Based Radio Propagation Analysis

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.24 - Regulatory Compliance/Verification	25.00000	EA	\$6,500	\$162,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.24 - Regulatory Compliance/Verification

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.25 - FCC MPS Measurement/Verification	25.00000	EA	\$1,890	\$47,250

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.25 - FCC MPS Measurement/Verification

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.26 - Site Turn-Up and Commissioning	25.00000	EA	\$7,200	\$180,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**

4.26 - Site Turn-Up and Commissioning

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.27 - Frequency Retune/Optimization - Single	25.00000	EA	\$1,260	\$31,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.27 - Frequency Retune/Optimization - Single Site Integration

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.28 - Frequency Retune/Optimization - Small Cluster	25.00000	EA	\$5040	\$126,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.28 - Frequency Retune/Optimization - Small Cluster

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.29 - Frequency Retune/Optimization - Network Level	25.00000	EA	\$1,260	\$31,500

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.29 - Frequency Retune/Optimization - Network Level

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.30 - Site Acceptance Testing and Validation	25.00000	EA	\$2,880	\$72,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.30 - Site Acceptance Testing and Validation

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	4.31 - Signal Strength Reporting - Field Validation	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.31 - Signal Strength Reporting - Field Validation

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR	WV	DUNBAR	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	4.32 - Tower Co-Location Coordination	25.00000	EA	\$1	\$25

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.32 - Tower Co-Location Coordination

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	4.33 - Continuous Wave Testing	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.33 - Continuous Wave Testing

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE		DIVISION OF EMERGENCY MANAGEMENT 2403 FAIRLAWN AVENUE	
DUNBAR US	WV	DUNBAR US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	4.34 - Interference Troubleshooting - Ensuring Regulatory Compliance	25.00000	EA	\$2,640	\$66,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.34 - Interference Troubleshooting - Ensuring Regulatory Compliance

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR WV  
US

DUNBAR WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	4.35 - Annual Health Checks	25.00000	EA	\$3,850	\$96,250

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.35 - Annual Health Checks

INVOICE TO	SHIP TO
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DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DIVISION OF EMERGENCY  
MANAGEMENT  
2403 FAIRLAWN AVENUE

DUNBAR WV  
US

DUNBAR WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	4.36 - Alarm/Testing/Verification	25.00000	EA	\$1,440	\$36,000

Comm Code	Manufacturer	Specification	Model #
80172000			

**Extended Description:**  
4.36 - Alarm/Testing/Verification

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2023-06-06
2	Questions due by 2:00pm EST	2023-06-13

	Document Phase	Document Description	Page 20
HSE230000013	Final	Professional Services for WV SIRN	

## 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.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

June 6, 2023 @ 10:00am EST WV Division of Administrative Services 1124 Smith Street, 2nd Floor Charleston, WV 25301
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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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### 3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:	Yes	
BUYER:	Mickey Skeens	Email: Herbert.M.Skeens@wv.gov
SOLICITATION NO.:	ARFQ 0606 HSE2300000013	
BID OPENING DATE:	June 26, 2023	
BID OPENING TIME:	10:00am EST	
FAX NUMBER:	N/A	

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

**5. 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.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. 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.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**11. NON-RESPONSIBLE:** The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**12. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.

**13. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Emergency Management Division.
  - 2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
  - 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. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on the date indicated on the awarded contract and extends for a period of two (2) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to eight (8) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

**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 received by the Agency prior to Contract award.

**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 Agency prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input checked="" type="checkbox"/>	West Virginia Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**10. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**11. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**12. PAYMENT IN ARREARS:** 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.

**13. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**14. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**15. 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.

**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. CANCELLATION:** The Agency 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

**18. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**19. 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.

**20. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. PRIVACY, SECURITY, AND 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>

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**30. LICENSING:** In accordance with applicable law, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. 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.

**34. 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.

**35. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**36. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**37. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

**38. 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.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

DocuSigned by:  
*Stacy McNew* Account Manager  
373E184898DE4C83

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**(Name, Title)**  
[Stacy McNew Account Manager](#)

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**(Printed Name and Title)**  
[213 Market Ave. N, Canton, OH 44702](#)

---

**(Address)**  
[717-580-1581/717-580-1581](#)

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**(Phone Number) / (Fax Number)**  
[stacy.mcnew@agilenetworks.com](mailto:stacy.mcnew@agilenetworks.com)

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**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

[Agile Network Builders LLC](#)

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**(Company)**

DocuSigned by:  
*Kyle Quillen* President CEO  
3A81874AAB464EB

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**(Authorized Signature) (Representative Name, Title)**

[Kyle Quillen CEO](#)

---

**(Printed Name and Title of Authorized Representative)**

[06-27/2023](#)

---

**(Date)**

[330-365-5265 / N/A](#)

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**(Phone Number) (Fax Number)**

### ADDENDUM ACKNOWLEDGEMENT FORM

**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Agile Network Builders LLC

Company

DocuSigned by:  


Authorized

Signature

06/27/2023

Date

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