

**RF-WORKS**

October 3rd, 2017

Ms. Angela Negley  
WV Division of Natural Resources  
324 4<sup>th</sup> Ave  
South Charleston, WV 25303  
(304) 558-3397  
angela.w.negley@wv.gov

EOI: WV Division of Natural Resources Broadband Distribution

Dear Ms. Negley:

RF-Works, Inc. is pleased to submit its expression of interest (EOI) through this transmittal letter to the State of West Virginia and Division of Natural Resources in response to the EOI for the WV Division of Natural Resources Broadband Distribution project. RF-Works is proud of its partnerships with clients such as the State of Ohio Department of Natural Resources and several parks in the Ohio area based on our State of Ohio Telecommunications Contract MCSA0022 that was initiated in 2013. This rich experience has allowed us to fully understand and appreciate the state government and park requirements under this EOI from both the OEM and end-user perspectives.

RF-Works has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impacts that we have made in helping customers serve, protect, and improve the lives of their clients and communities. For the past 12+ years, RF-Works has provided its offerings to up to 100+ Customers and all their authorized users (local governments, schools, hospitals etc.).

We at RF-Works believe that our qualifications help us meet the requirements that will be set forth by the State of West Virginia Division of Natural Resources. If the State of West Virginia or Division of Natural Resources determines that RF-Works' response to this expression of interest is deficient in any way, RF-Works respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me. My contact information is provided below. On behalf of RF-Works, thank you for giving us the opportunity to respond to this expression of interest and we look forward to continuing a mutually rewarding partnership.

Sincerely,

Mindy Altiero  
Vice President of Sales, RF-Works Inc.  
Office: 614.800.2880 Cell: 614.330.1379 Fax: 614.340.7293  
Email: maltiero@rf-works.com

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## 1. RF-Works Company Profile

RF-Works was started in 2004 out of a market need for unbiased wireless & mobility consulting. The company was founded and managed by Jim Portaro, an entrepreneurial spirited engineer with wireless engineering experience dating back to inception of wireless. Jim has had a reputation for focusing on his Customers' needs and requirements.

With a rich history of providing technology and professional services in Wireless & Mobility, RF-Works has consulted with many of the most prominent Healthcare institutions, Stock Exchanges, Manufacturing companies, Government Agencies and Universities; basically the most demanding environments. RF-Works has also been engaged by many of the wireless enterprise technology companies to assist in both design and troubleshooting.

As innovation in Mobile and Wireless increases, RF-Works remains focused on advancing the design and implementation of wireless technology utilized by our customers; delivered by the best engineers in the industry. Jim Portaro continues to be hands-on to ensure Customers' solutions meet or exceed expectations and security requirement with future proofed designs.

RF-Works has a spirit of Customer service, partnering with the best current technology vendors. RF-Works has many of the premiere hospital systems and Fortune 500 companies across the nation as customers. Some of RF-Works clients include University of San Francisco California, OhioHealth, Trinity Mount Carmel, Ohio State University, Columbus City Schools, Honda, City of Westerville, Wright State University, and the State of Ohio just to name a few.

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## 1.1. RF-Works – Executive Profile

Founder & Principal Engineer  
James (Jim) Portaro



West Virginia native and current resident of Harrison County, James (Jim) founded RF-Works, INC as a wireless and mobility consulting company to provide needed services and solutions to Customers. RF-Works has one of the highest Customer Satisfaction records in the industry. RF-Works has helped their Customers preserve their network investment by getting their networks operational without a 'rip and replace' hardware focus. Jim previously co-founded NeTeam Corporation in 1998, and quickly established their place in the industry as a premier wireless leader.

Jim has 20+ years of experience in RF communications, ranging from shortwave radio through high data rate microwave frequencies. He was formerly Sr. Director of Business Operations for Telxon, a pioneer with portable computing and wireless integration. Jim's responsibilities included managing the field integration and implementation department. His departments were responsible for the successful rollouts of many RF network installations, as well as innovative RF designs.

Jim holds patents on DC power supplies for RF Access Points, that saved large customers tens of thousands of dollars per installation by not having an AC power pull at the RF Access Point. Before that, he had his own company designing RF network solutions in the healthcare field. His company designed and implemented the first wireless hospital; utilizing pen-based terminals to communicate to the main frame based patient care software. Jim has been at the forefront of wireless design in the first hospital, the first cruise ship, the first 9 million square foot manufacturing plant and many more firsts. Jim has designed rapid geographic projects once rolling out over 800 locations across the US in 60 days. Jim became a voting member of IEEE 802.11 committee in 1999. He is a patent holder on access points and smart antenna technology.

## 1.2. RF-Works References

- **OhioHealth – Cisco Wireless Design & Consulting Services 2004 - Ongoing**  
Ron Hoyt  
Network Services Manager  
(614) 460-0184  
[ron.hoyt@ohiohealth.com](mailto:ron.hoyt@ohiohealth.com)
- **Ohio State University – Aruba Wireless Consulting & Vendor Selection – 2003 - Ongoing**  
Bob Corbin  
Senior Director of Infrastructure  
(614) 292-9997  
[corbin.2@osu.edu](mailto:corbin.2@osu.edu)
- **University of California San Francisco – Aruba Wireless Design & Consultation Services 2013 - Ongoing**  
Charles Englert  
Technical IT Project Manager  
(605) 303-0084  
[charles.englert@ucsf.edu](mailto:charles.englert@ucsf.edu)
- **City of Westerville – Cisco Outdoor Managed Wireless 2013 - Ongoing**  
Todd Jackson  
CIO  
(614) 562-9532  
[todd.jackson@westerville.org](mailto:todd.jackson@westerville.org)
- **Ohio Department of Natural Resources – Managed Wireless Consulting & Design Services for the State Parks 2017- Ongoing**  
Dave Thompson  
IT Director  
(614) 265-6858  
[Dave.Thompson@dnr.state.oh.us](mailto:Dave.Thompson@dnr.state.oh.us)
- **Inn and Spa at Cedar Falls – Outdoor Wireless Consulting & Design Services, Managed Wireless – 2014 - Ongoing**  
Terry Lingo  
Owner  
(740) 380-7489  
[ellen@innatcedarfalls.com](mailto:ellen@innatcedarfalls.com)
- **State of Ohio Department of Administrative Services – Managed Wireless & Design Services for the State Agencies 2013- Ongoing**  
Spencer Wood  
Deputy CIO  
(614) 644-9245  
[spencer.wood@das.ohio.gov](mailto:spencer.wood@das.ohio.gov)  
  
RF-Works Telecommunications Contract: MCSA0022  
<http://das.ohio.gov/Divisions/InformationTechnology/TelecommunicationsServices.aspx#4217654-rf-works>
- **Honda – Indoor/Outdoor Wireless Consulting & Design Services, 2004 - Ongoing**  
Frank Sabo  
IT Director  
(937) 645-4080 ext 66749  
[Frank\\_Sabo@ham.honda.com](mailto:Frank_Sabo@ham.honda.com)

## 1.3. RF-Works Resume



2172 Citygate Drive • Columbus, Ohio 43219  
Phone: 614-800-2880 • Cell 614-330-1379 • E-Mail: [maltiero@rf-works.com](mailto:maltiero@rf-works.com)

### Vendor Overview

RF-Works was started in 2004 out of a market need for unbiased wireless & mobility consulting. The company was founded and managed by an entrepreneurial spirited engineer, Jim Portaro, who had a reputation for focusing on his customers' needs and thinking outside of the box.

With a rich history of providing technology and professional services in Wireless & Mobility, RF-Works has consulted with many of the most prominent Healthcare institutions, Stock Exchanges, Manufacturing companies and Universities; basically the most demanding environments. RF-Works has also been engaged by many of the wireless technology vendor companies to assist in both design and troubleshooting.

As Innovation in Mobile and Wireless increases, RF-Works remains focused on advancing the design and implementation of wireless technology utilized by our customers, delivered by the best engineers in the industry. Jim Portaro continues to be hands-on to ensure customers' solutions meet or exceed expectations and are designed to be as future proof as possible.

RF-Works has a spirit of Customer Service, partnering with the best current technology vendors. RF-Works has many of the premiere hospital systems and Fortune 500 companies across the nation as customers.

### Skills

Account Management	Backend Network Architecture	Managed Services (WaaS)
Project Management	Wireless Controller Consulting	Consulting
24/7 Monitoring	BYOD	Network Infrastructure
Indoor/Outdoor Wireless Design	Antenna Design	Spectrum Troubleshooting
Distributed Antenna System	Future Network Lifecycle Planning	QoS & QoE
Bridge Link	Vendor Benchmarking	Wireless Security and Authentication
	Staff Augmentation	LAN Consulting

### Experience

#### OhioHealth/Consultant

January 2004 - Present

For the past 13 years RF-Works has been implementing and certifying an enterprise Medical Grade Network (MGN) Wireless network for 100+ locations and 5,000+ access points including their Hospitals, Health Centers, Physician Groups, and Rehabilitation Centers. RF-Works Medical grade network is a methodology based on a set of specifications for a robust, responsive, and secure wireless network. The RF-Works MGN takes all requirements of a data network, a voice network, and a location-based network and envelops them all into one wireless network. These criteria result in

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a certifiable wireless network capable of handling a multitude of applications, providing high data rates, and servicing a high density of clients. We have also consulted on bridge links and outdoor wireless implementations.

**Honda North America/Consultant Staff Augmentation                      January 2004 - Present**

For the past 13 years RF-Works has been consulted by Honda of America to provide a wireless network design, consultation, certification and staff augmentation to support robust, responsive, and secure wireless network. Honda's collection of requirements around SAP or other ERP systems, devices and systems in the warehouse and distribution areas, is key to our approach. Our design specifications are then developed to deliver appropriate bandwidth for users, machines, and guests that will utilize the wireless LANs (WLAN). RF-Works remains one of the top firms to understand and deliver Data, Voice, Video, Imaging, and Location Based Services over a well designed Industrial WLAN.

**City of Westerville/Consultant & Managed Wireless                      December 2013 - Present**

For the past 4 years RF-Works has been providing our robust Cloud- Based Managed Wireless LAN solution we call Wireless as a Service to the City of Westerville Uptown area through our current telecommunications contract MSA0022 with the State of Ohio. Our WaaS offers the same Access Point robustness and density as our WLAN offering but with the Control and Management components in the cloud. Taking the labor-intensive nature of managing their own Wireless LAN and putting it in RF-Works hands as we provide a robust SLA and support.

**Ohio State University/Consultant    January 2003 - Present**

In 2003 RF-Works (Jim Portaro) worked with the Executive team at the Ohio State University to assist in developing the Universities Wireless Standards and choosing between wireless hardware vendors. RF-Works experiences helped Ohio State University to quickly and comprehensively build the required scope of the services to address specifications, features, pricing, staff skills and training to reach new network value. We continue to consult with OSU on specialty projects and setting new wireless standards as technology evolves and changes including expanding their wireless network outdoors with custom light poles that RF-Works consulted with the Architecture Board on.

**Wright State University/Consultant    January 2004 – Present**

WSU has engaged RF-Works for the past 10 years to perform a wireless designs, assessment, and certifications including projects for dormitories, high density classrooms, outdoor projects, and most recently the Nutter Center. RF-Works takes all of the requirements of a data network, a voice network, and a location-based network and envelops them all into one wireless network. These criteria resulted in a certifiable wireless network capable of handling a multitude of applications, providing high data rates, and servicing a high density of clients for Wright State University.

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## **Certifications**

CCIE, CCNA, CDNA, CCENT, IEEE



## 2. RF-Works Proposed Services

### 2.1. Background

RF-Works is expressing interest in the Division of Natural Resources, Parks and Recreation Section which is seeking services of an engineering firm to provide a plan for each facility, suitable for public bids, to provide or expand the public wireless internet services based on Attachment A. Attachment A identified the sites that either have or will have broadband services available at the physical addresses demarcation point. The services provided by RF-Works will identify a design on how the broadband service will be distributed in the most efficient and cost-effective manner throughout the park, primarily focusing on the overnight facilities (lodging, cabins, and campgrounds) as well as the key day use facilities.

### 2.2. Methodology, Qualifications and Experience

#### RF-Works Design Methodology –

RF-Works will perform active comprehensive, site evaluation and survey for an IEEE 802.11a/b/g/n/ac wireless local area network (WLAN) for indoor, outdoor, bridging, or meshed networks. The purpose of the evaluation is to ascertain the number and strategic placement of the access points (APs) required for seamless IEEE 802.11a/b/g/n/ac wireless radiofrequency (RF) propagation within the prescribed areas of the park. The proposed WLAN Site Survey will deliver optimal bandwidth, wireless coverage, effective throughput, network capacity, roaming capability, and Quality of Service. The RF-Works engineering team will utilize RF testing equipment to test based on the service tier chosen by the IT Management to provide a design that provides a minimum of 20% overlap of adjacent cell coverage, where coverage is provided. A minimum signal floor of -65 dBm, with a minimum signal-to-noise ratio (SNR) of 25 dB for 2.4 GHz and 5 GHz spectra will be observed within the extents of each cell. An active post installation certification is executed to provide coverage heat maps and to ensure the implementation was installed as designed.

#### Employees and Certifications –

The RF-Works staff outlined below could be allocated to the Broadband Distribution project for the State of West Virginia Division of Natural Resources. RF-Works reserves the right to increase or decrease the staffing or swap individuals once the full scope of the project is determined based on the need of the WV Division of Natural Resources objectives.

Mark Audia –  
**Chief Operating Officer**  
Bridgeport, West Virginia  
Management of the Project Management Team and IT Staff

Beth Ketterman -  
**Project Manager**  
Pittsburgh, Pennsylvania

Jim Portaro –  
**Founder and Lead Engineer**  
IEEE Voting Member – 20+ years Wired and Wireless Consultant  
Clarksburg, West Virginia  
Executive Consultant – Signoff on Project Completion

Cris Varvas –  
**VP of Engineering**  
CCNA previous Consulting CISO for the Romanian Government  
Columbus, Ohio 43085  
Wired & Wireless Infrastructure including ISE, Executive Consultant

Vic Yoli –  
**Assessment & Design Technician**  
6+ Years Wireless Engineer for RF-Works  
Columbus, Ohio 43085  
Assessment and Design Measurements utilizing Ekahau for Wired and Wireless Infrastructure

Matt Bergman –  
**Assessment & Design Technician**  
3+ Years Wireless Engineer for RF-Works  
Clarksburg, West Virginia  
Assessment and Design Measurements utilizing Ekahau for Wired and Wireless Infrastructure

Jason Garber –  
**Assessment & Design Technician**  
5+ Years Wireless Engineer for RF-Works  
Columbus, Ohio 43085  
Assessment and Design Measurements utilizing Ekahau for Wired and Wireless Infrastructure

Jason LaTorre –  
**Assessment & Design Technician**  
CCNA with 6+ Years Wireless Engineer for RF-Works  
Columbus, Ohio 43085  
Lead Signoff Engineer Assessment and Design Measurements utilizing Ekahau for Wired and Wireless Infrastructure

Mark Ketchum -  
**Assessment & Design Technician**  
1+ Years Wireless Engineer for RF-Works  
Athens, Ohio  
Assessment and Design Measurements utilizing Ekahau for Wired and Wireless Infrastructure

## Description of Past Projects –

Please reference the resume and reference sections of this submittal for similar detailed projects.

RF-Works has a consistent to approach to all projects. We establish a kick off call with the client and the RF-Works project management team to discuss needs, go-live dates, and project objectives. A Statement of Work including timelines and milestones is delivered to the customer to sign off on. Once signed off, a RF-Works Project Manager will schedule the engineering staff to execute the consulting or design effort.

## 2.3. Project and Goals

### Goal/Objective 1 –

RF-Works will review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.

### Goal/Objective 2 –

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As a portion of this process outlined in Objective 1, RF-Works will provide all necessary services to design the facilities described in this EOI in a manner that is consistent with the Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.

### Goal/Objective 3 –

RF-Works will provide Construction Contract Administration Services with competent professionals that ensure the project is constructed and functions as designed.

## 2.4. Oral Presentation


RF-Works welcomes the opportunity to provide an oral presentation to expand upon the content of this document and experience. RF-Works will be prepared to discuss and clarify required items submitted with the EOI as indicated in section 2.





## 5. Signature Page

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SERVICE PROVIDER	STATE OF WEST VIRGINIA, DIVISION OF NATURAL RESOURCES
	
Signature	Signature
Mindy Altiero	
Printed Name	Printed Name
Vice President of Sales	
Title	Title
10.3.2017	
Date	Effective Date
20-0943384	
Federal Tax ID	



**Prepared on:**

05.20.2014

**Prepared for:**

[REDACTED]

[REDACTED]

**Project:**

[REDACTED] Wireless Assessment – Controller Settings and Wireless Assessment

❖ [REDACTED]

**Prepared by:**

Jon O'Nan  
Principal Engineer  
RF-Works, LLC  
jonan@rf-works.com

#### RF-Works – Site Assessment

- Additional Cabling for new AP's. RF-Works will make use of existing cables as much as possible
- Additional edge switch ports to support new AP's



RF-Works – Site Assessment

implement the controllers in Multicast/Multicast (M/M) mode for efficient multicast propagation. M/M requires that the switch infrastructure have IGMP enabled on the edge switches and PIM multicast routing be implemented on the L3 interfaces of the routers for the wireless subnets. Multicast implementation is outside the scope of this project but can be implemented under another SOW.

- There are 10 configured SSID's in the main controller and 8 SSID's on the second controller. The SSID's should match especially when AP Groups are implemented. When failover occurs and WLAN's and AP Groups do not match then a disruption in service is very likely. WLAN ID's should also match as a best practice standard.

It is recommended that the WLAN's and WLAN ID's be reconfigured to exactly match on both controllers. This will require significant downtime due to all WLAN's being removed completely and rebuilt one by one. This work is included in the estimated follow-up project time stated previously in Executive Overview.

OMH-WLC01

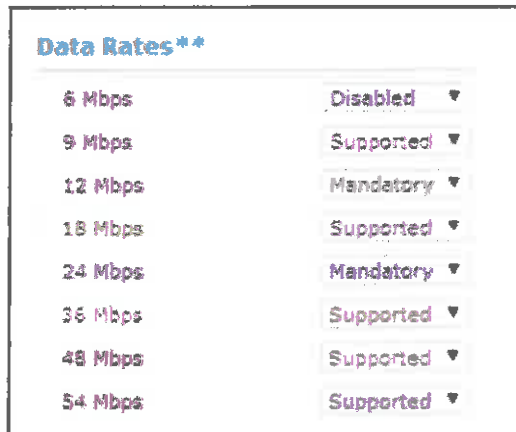
WLAN ID	Type	Profile Name	WLAN SSID	Admin Status	Security Policies
1	WLAN	netechtemp	netechtemp	Disabled	[WPA2][Auth(PSK)]
2	WLAN	[REDACTED]	[REDACTED]	Enabled	Web-Passthrough
3	WLAN	Stroke Network	STrok#Net\$OMH	Enabled	[WPA2][Auth(PSK)]
4	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA + WPA2][Auth(802.1X)]
5	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(802.1X)]
6	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
7	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
8	WLAN	Temp_Till Summer	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
9	WLAN	AscomNurseCall	NurseCall	Enabled	[WPA2][Auth(PSK)]
10	WLAN	AMA Primary Care (Rothstein)	amapc	Enabled	[WPA2][Auth(PSK)]

OMH-WLC02

WLAN ID	Type	Profile Name	WLAN SSID	Admin Status	Security Policies
1	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
2	WLAN	[REDACTED]	[REDACTED]	Enabled	Web-Passthrough
3	WLAN	Stroke Network	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
4	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
5	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(802.1X)]
6	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(PSK)]
7	WLAN	[REDACTED]	[REDACTED]	Enabled	[WPA2][Auth(802.1X)]
8	WLAN	AMA Primary Care (Rothstein)	amapc	Enabled	[WPA2][Auth(PSK)]

- 6 MB data rate is disabled for 802.11a. All other rates are default. There are holes in coverage detected and enabling all data rates will help slightly. It is generally best practice to have all 802.11a rates enabled. This change was made during the project.

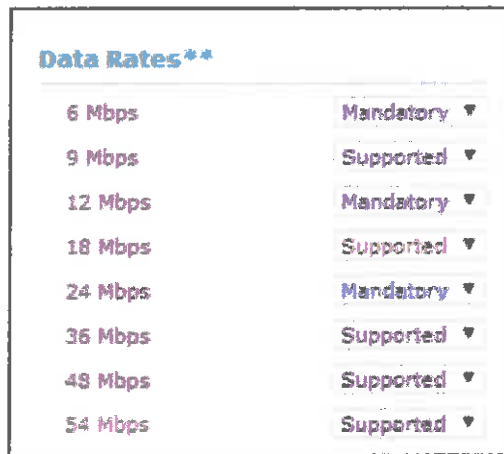
Before change:



The screenshot shows a configuration window titled "Data Rates\*\*" with a list of data rates and their status. The 6 Mbps rate is set to "Disabled", while all other rates (9, 12, 18, 24, 36, 48, and 54 Mbps) are set to "Supported".

Data Rate	Status
6 Mbps	Disabled
9 Mbps	Supported
12 Mbps	Mandatory
18 Mbps	Supported
24 Mbps	Mandatory
36 Mbps	Supported
48 Mbps	Supported
54 Mbps	Supported

After change:

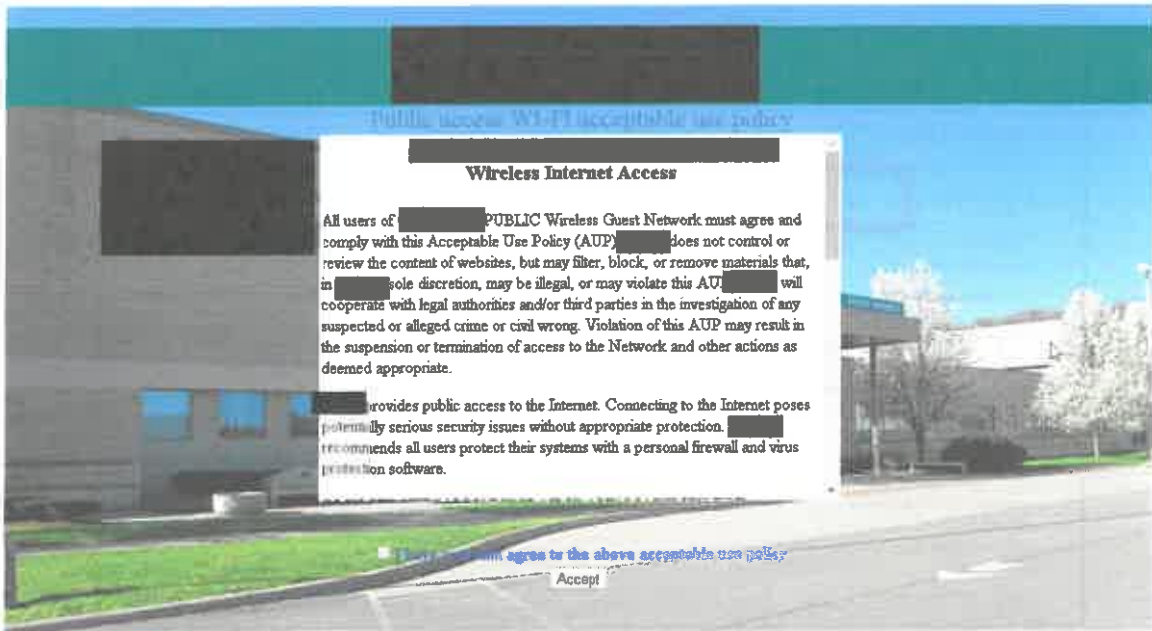


The screenshot shows the same "Data Rates\*\*" configuration window after the change. The 6 Mbps rate is now set to "Mandatory", and all other rates (9, 12, 18, 24, 36, 48, and 54 Mbps) remain "Supported".

Data Rate	Status
6 Mbps	Mandatory
9 Mbps	Supported
12 Mbps	Mandatory
18 Mbps	Supported
24 Mbps	Mandatory
36 Mbps	Supported
48 Mbps	Supported
54 Mbps	Supported

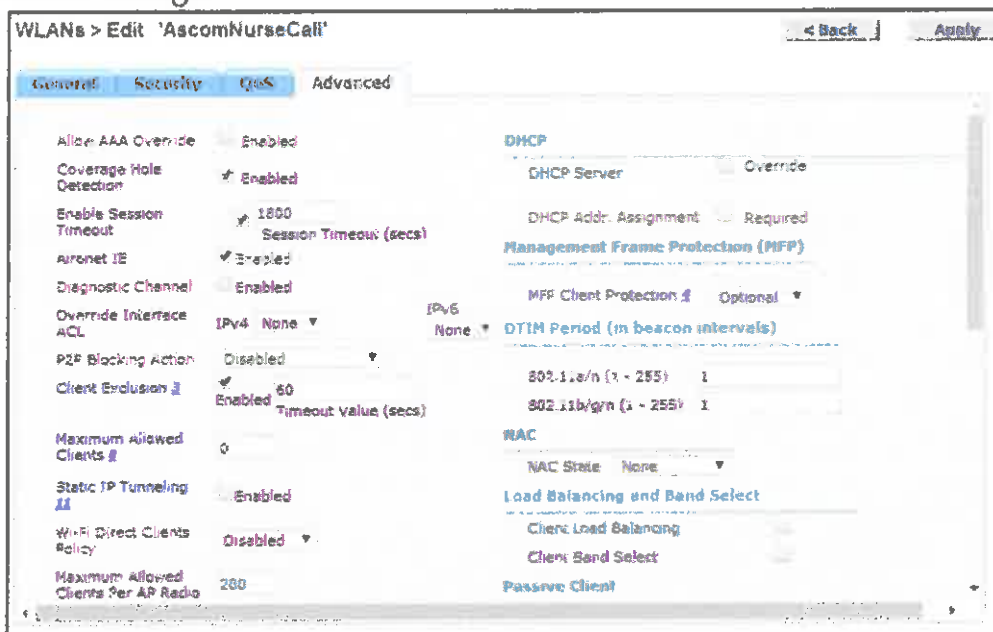
- All 802.11b rates are disabled. 6 MB rate is mandatory all other 802.11g rates are supported. This setting is adequate based upon the current RF design and no changes are recommended.
- RRM is in use for automatic power and channel setting. The AP layout is not optimal for proper RRM performance so there are holes in coverage especially in the 5 GHz. As a stopgap method to help with coverage tuning the RRM settings is recommended.

## RF-Works – Site Assessment



- Ascom voice is in use but client exclusion policies are enabled. Voice best practice is to disable client exclusion policies. Client Exclusion was disabled on the WLAN. The session timeout setting was also increased for voice best practice.

Before change:



After change:

## RF Detailed Findings

- The following pages detail the state of the RF coverage at the time of this assessment. RF-Works felt it necessary to reevaluate the RF coverage due to the upgrading of Access Points to Cisco 3602 series since the previous assessment was performed.

The physical Radio Frequency (RF) environment is not optimal at [REDACTED]. Poor RF is usually a result of poor Access Point placement and density. Antiquated designs employ AP placements that are down hallways in a linear placement whereas an MGN design uses AP placements that are staggered and located in patient rooms where the RF is needed most. There is no Controller settings or protocols that can overcome a poor RF environment. A complete measurement of the RF environment was conducted and it was determined that there are gaps in coverage.

A new active site survey is recommended to conform to [REDACTED] MGN Wireless standards. Some of the existing cabling may be able to be used but additional AP's will certainly be needed. RRM is currently being used but if a new MGN design is performed it is recommended to implement a static power/channel plan.

- The following pages contain walking paths, signal strength heat maps, and signal to noise ratio heat maps of both the 2.4 GHz and the 5 GHz spectrums. Where signal falls below the threshold whitespace (no signal or SNR) will be shown. There are many areas that are considered out of specification for a Medical-Grade Wireless Network.

## Signal Strength for 2.4 GHz – Basement



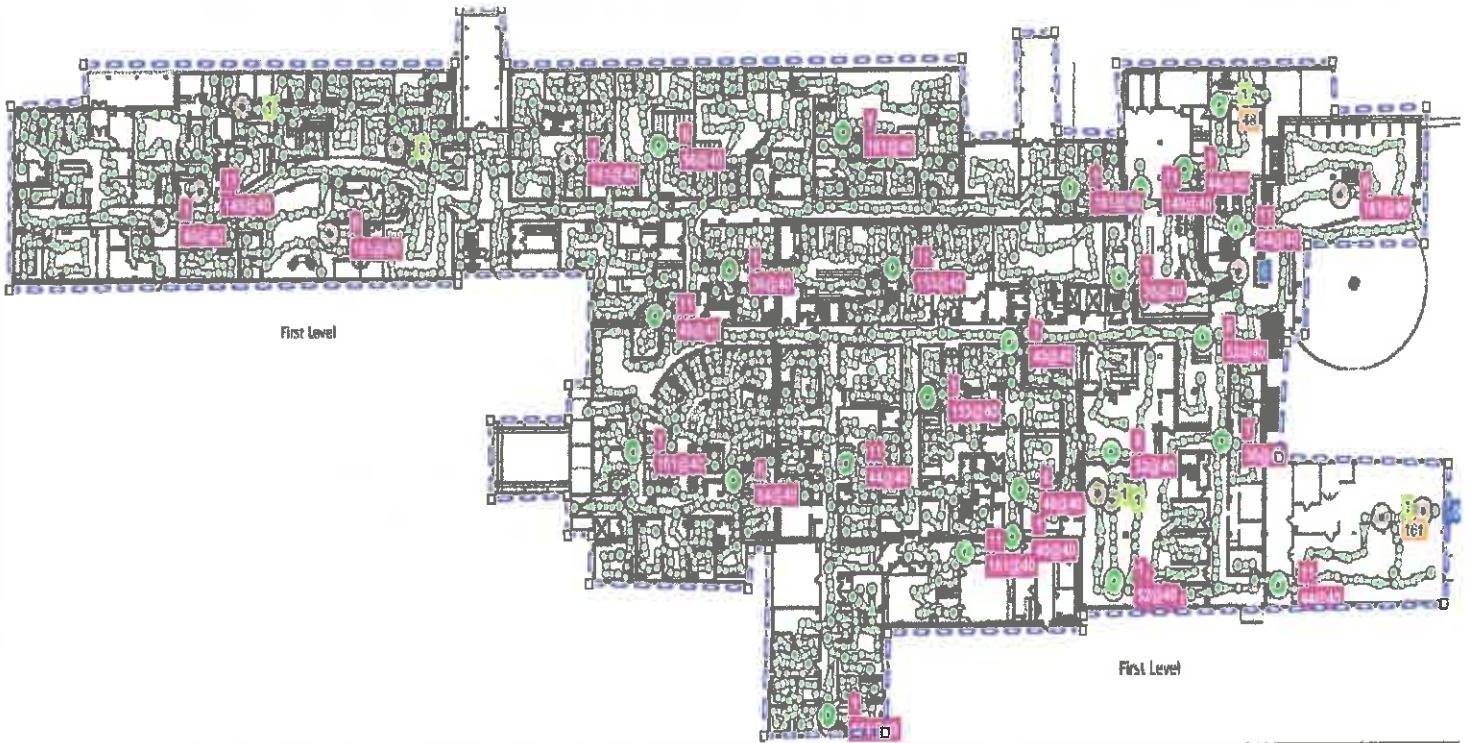
- Floor exhibits significant lack of signal in many areas

### Signal Strength for 5 GHz – Basement

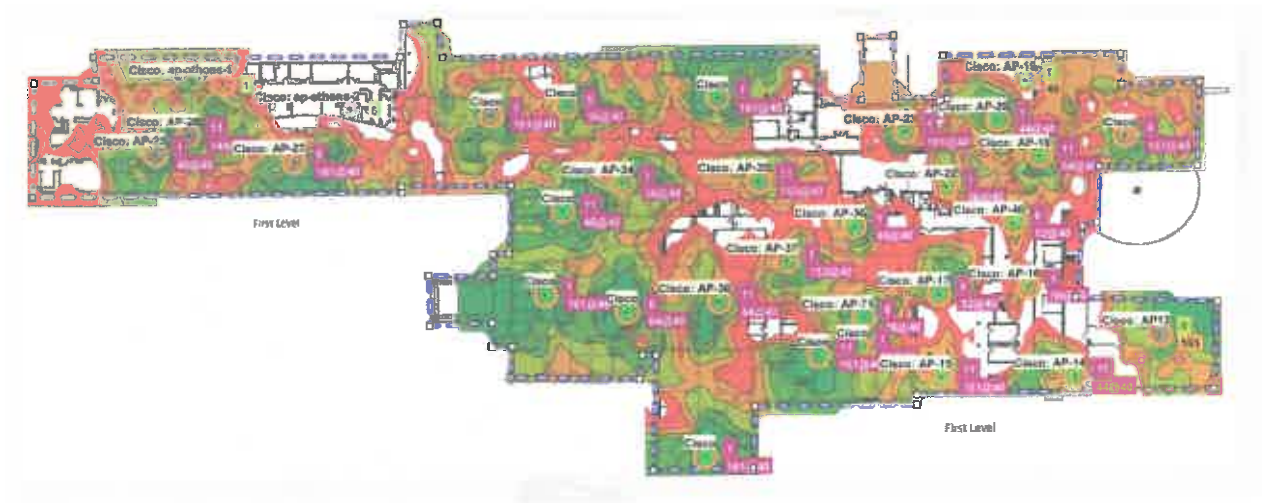


- There are many coverage holes on the floor for 5Ghz

Survey Path for 1<sup>st</sup> floor

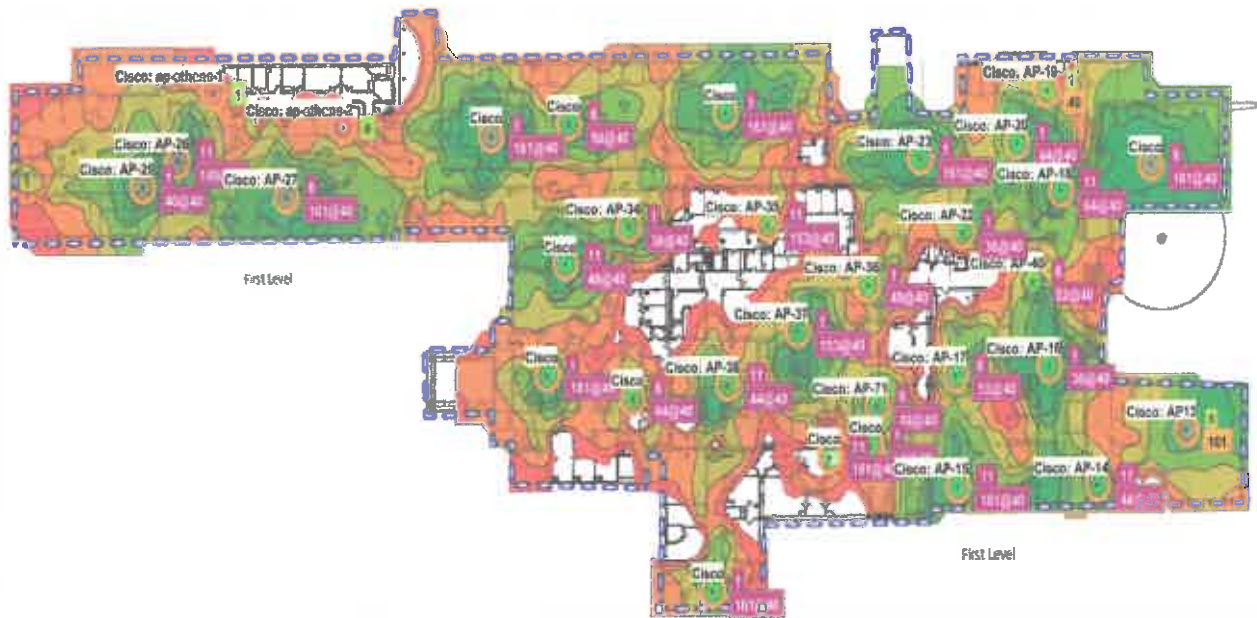


Signal to Noise Ratio for 2.4 GHz – 1<sup>st</sup> Floor





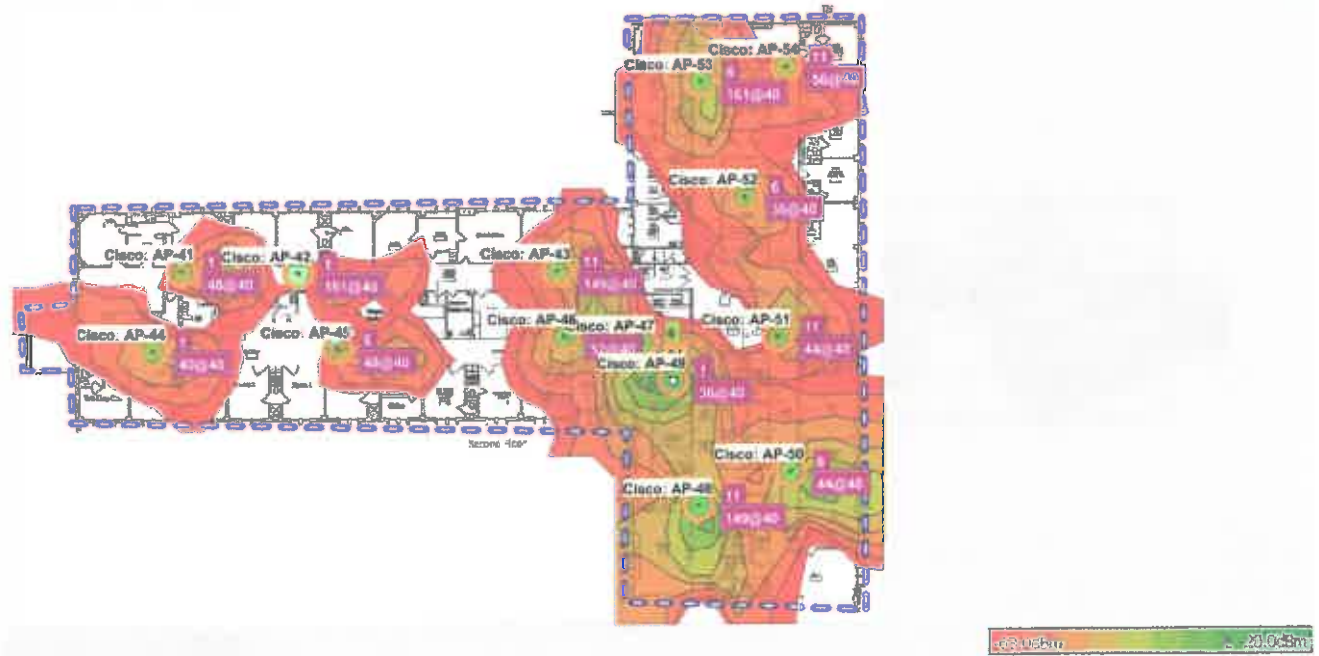
Signal to Noise Ratio for 5 GHz – 1<sup>st</sup> floor



Signal Strength for 2.4 GHz – 2<sup>nd</sup> Floor

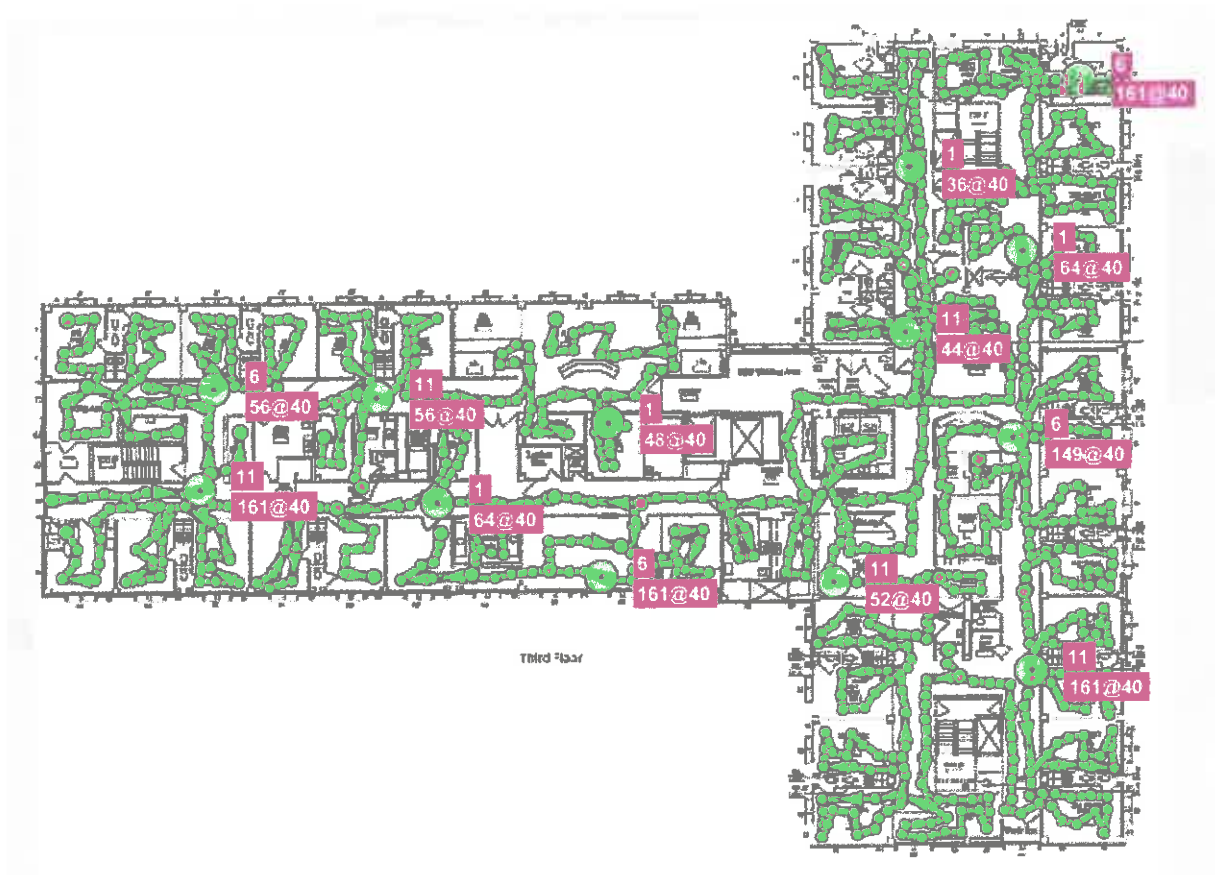


### Signal Strength for 5 GHz – 2<sup>nd</sup> Floor



- Floor exhibits significant lack of signal in far east apartments

### Survey Path for 3<sup>rd</sup> Floor



### Signal to Noise Ratio for 2.4 GHz – 3<sup>rd</sup> Floor



### Signal to Noise Ratio for 5 GHz – 3<sup>rd</sup> Floor





**State of West Virginia  
Expression of Interest**

**Procurement Folder : 368309**

**Document Description : A/E Services-Broadband Build-Out for Park Facilities**

**Procurement Type : Agency Contract - Fixed Amt**

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-08-28	2017-10-04 13:30:00	AEOI 0310 DNR180000001	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b> RF-Works INC 1221 Worthington Woods Columbus, Ohio 43085 614-800-2880

**FOR INFORMATION CONTACT THE BUYER**

Angela N Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

Signature X  FEIN # #20-0943384 DATE 10.3.2017

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

**ADDITIONAL INFORMATION:**

Expression of Interest

A&amp;E Services for Broadband Build-Out Design for Park's' Facilities

The West Virginia Division of Natural Resources (WVDNR) is soliciting AEOI responses from qualified firms to provide architectural / engineering services contract for design of construction of internet infrastructure for various state park facilities per the attached bid requirements, specifications and terms & condition.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
SOUTH CHARLESTON	WV25303-1228	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue
1	Architectural engineering		

Commodity Code	Manufacturer	Model #	Specification
81101508			

**Extended Description**

A/E design services and contract administration for broadband build-out in WV State Park facilities.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline	9/15/17 at 9 AM



DNR1800000001	<b>Document Phase</b> Draft	<b>Document Description</b> A/E Services-Broadband Build-Out for Park Facilities	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### West Virginia Division of Natural Resources Agency Delegated Procurements Over \$25,000

**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 a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

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

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

A NON-MANDATORY pre-bid meeting will be held at the following place and time:

A MANDATORY pre-bid meeting will be held at the following place and time:

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **9/15/17 at 9 AM**

Submit Questions to: **Angela Negley**

West Virginia Division of Natural Resources

Property and Procurement Office

Attention:

South Charleston, WV 25303

Fax: (304) 558-2165 (Vendors should not use this fax number for bid submission)

Email: **Angela.W.Negley@wv.gov**

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
**BID RESPONSE**  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

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 West Virginia Division of Natural Resources.:

SEALED BID:

BUYER:

SOLICITATION NUMBER:

SOLICITATION CLOSING DATE: **10/4/17 at 1:30 PM**

SOLICITATION CLOSING TIME:

FAX NUMBER:

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to ARFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

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Bid Opening Date and Time:

Bid Opening Location:

West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** 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.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed 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 are 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 remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer 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.

**20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

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**21. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
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**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** means the West Virginia Division of Natural Resources.

**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. "Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

**2.5. "Property and Procurement Office"** means the section within the Division headed by the Chief Procurement Officer and its personnel.

**2.6. "Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.7. "Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

**2.9. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.10. "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.

**2.11 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.



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**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 Notice to Proceed and extends for a period of Three year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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 (1) 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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**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.

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**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. EMERGENCY PURCHASES:** Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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**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 delivered to the Property and Procurement Office 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 Property and Procurement Office prior to Contract award.

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

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Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000  
\_\_\_\_\_
  
- Automobile Liability Insurance** in at least an amount of: \$500,000
  
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\$1,000,000  
\_\_\_\_\_
  
- Commercial Crime and Third-Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_
  
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_
  
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
  
- Insurance in accordance with State Supplemental Conditions to AIA  
B101-2007
  
- 
  
- 

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

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

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

N/A

for

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

**12. 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.

**13. 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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. 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.

**17. 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.

**18. 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.

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**19. CANCELLATION:** The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures. § 5.2.

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

**21. 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.

**22. 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.

**23. 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.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

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**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**28. 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.

**29. 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.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. 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>.

**32. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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

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Agency Delegated Procurements Over \$25,000**

agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**35. 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.

**36. 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.



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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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

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

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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

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient

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quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

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

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

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**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: RF-Works INC. - Documentation in Process  
Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to WV. Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

**a. Required Information.** The subcontractor list must contain the following information:

- i.** Bidder's name
- ii.** Name of each subcontractor performing more than \$25,000 of work on the project.
- iii.** The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv.** If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

**b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.





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**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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**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.



Mindy Altiero Vice President of Sales

(Name, Title)

Mindy Altiero Vice President of Sales

(Printed Name and Title)

1221 Worthington Woods Blvd Columbus, Ohio 43085

(Address)

614-800-2880

(Phone Number) / (Fax Number)

maltiero@rf-works.com

(email 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.

RF-Works INC

(Company)



Mindy Altiero, Vice President of Sales

(Authorized Signature) (Representative Name, Title)

Mindy Altiero, Vice President of Sales

(Printed Name and Title of Authorized Representative)

10.3.2017

(Date)

Office: 614-800-2880 Cell: 614-330-1379

(Phone Number) (Fax Number)

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**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)*

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

RF-Works INC

Company



Authorized Signature

10.3.2017

Date

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

**Expression of Interest  
WV Division of Natural Resources  
Broadband Distribution**

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- 6. Section Five: Terms and Conditions**
- 7. Certification and Signature Page**

**SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The Division of Natural Resources is soliciting Expressions of Interest (“EOF”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide or expand public wireless internet service (“Project”).
- 3. SCHEDULE OF EVENTS:**

Release of the EOF	8/28/17
Firm’s Written Questions Submission Deadline.	9/15/17 at 9 AM
Addendum Issued	TBD
Expressions of Interest Opening Date	10/4/17 at 1:30 PM
Estimated Date for Interviews (week of?)	TBD

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WV Division of Natural Resources  
Broadband Distribution**

**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

**Expression of Interest  
WV Division of Natural Resources  
Broadband Distribution**

**SECTION THREE: PROJECT SPECIFICATIONS**

- 1. Location:** Agency is located at 324 4<sup>th</sup> Avenue, South Charleston, WV and the Project will be completed at multiple locations specified on Attachment A.
- 2. Background:** The DNR, Parks and Recreation Section is seeking the services of an engineering firm to provide a plan for each facility, suitable for public bids, to provide or expand public wireless internet service. Each facility listed on Attachment A, has or will have broadband service available at the physical address demarcation point. This broadband service will be distributed in the most efficient and cost-effective manner throughout the park, primarily at the overnight facilities (lodging, cabins and campgrounds) and key day use facilities.
- 3. Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
- 4. Project and Goals:** The project goals and objectives are:
  - 4.1. Goal/Objective 1: Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
  - 4.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
  - 4.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

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**5. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

**5.1. Materials and Information Required at Oral Presentation:**

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.



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WV Division of Natural Resources  
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**SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD**

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
  - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
  - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.3.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.3.2. Conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
    - 3.3.3. Rank in order of preference no less than three professional firms deemed to

**Expression of Interest**  
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be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.

3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.

3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |                           |
|---|---------------------------|
| • Qualifications and experience                             | 40 Points Possible        |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible        |
| • Oral Interview  | <u>20 Points Possible</u> |

**Total**                    100 Points

**Expression of Interest  
WV Division of Natural Resources  
Broadband Distribution**

**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

## Locations

Facility	Telephone #	Street Address	City	Zip
Audra SP	304.457.1162	8397 Audra Park Rd.	Buckhannon	26201-5405
Babcock SP	304.438.3004	486 Babcock Rd.	Clifftop	25831-7240
Beech Fork SP	304.528.5794	5601 Long Branch Rd.	Barboursville	25504-9624
Bluestone SP	304.466.2805	HC 78, Box 3	Hinton	25951-9503
Cabwaylingo SF	304.385.4255	4279 Cabwaylingo Park Rd.	Dunlow	25511-8040
Cacapon SP	304.258.6691	818 Cacapon Lodge Dr.	Berkeley Springs	25411-3300
Camp Creek SP	304.425.9481	2390 Camp Creek Rd.	Camp Creek	25820-9130
Canaan Valley SP	304.866.4111	134 Headquarters Rd.	Davis	26260-8086
Carnifex Ferry Battlefield SP	304.872.0825	1194 Carnifex Ferry Rd.	Summersville	26651-4911
Cathedral SP	304.735.3771	12 Cathedral Park Dr.	Aurora	26705-8205
Cedar Creek SP	304.462.8517	2947 Cedar Creek Rd.	Glennville	26351-8135
Chief Logan SP	304.792.7125	376 Little Buffalo Creek Rd.	Logan	25601-3074
Coopers Rock SF	304.594.1561	61 County Line Dr.	Bruceton Mills	26525-5505
Droop Mountain Battlefield SP	304.653.4254	683 Droop Park Rd.	Hillsboro	24946-9998
Greenbrier SF	304.536.1944	HC 30, Box 154	Caldwell	24925-9709
Hawks Nest SP	304.658.5196	49 Hawks Nest Park Rd.	Ansted	25812-0857
Holly River SP	304.493.6353	680 State Park Rd.	Hacker Valley	26222-8470
Kanawha SF	304.558.3500	7500 Kanawha State Forest Dr.	Charleston	25314-9104
Kumbrabow SF	304.335.2219	219/16 Kumbrabow Rd.	Huttonsville	26273-0065
Little Beaver SP	304.763.2494	1402 Grandview Rd.	Beaver	25813-9234
Lost River SP	304.897.5372	321 Park Dr.	Mathias	26812-8088
Moncove Lake SP	304.772.3450	HC 83, Box 73A	Gap Mills	24941-9413
North Bend SP	304.643.2931	202 North Bend State Park Rd.	Cairo	26337-6744

Facility	Telephone #	Street Address	City	Zip
Panther SF	304.938.2252	HC 63, Box 923	Panther	24872-9708
Pipestem SP	304.466.2804	3405 Pipestem Dr.	Pipestem	25979-0150
Prickett's Fort Memorial SP	304.367.2731	106 Overfort Ln.	Fairmont	26554-6273
Seneca SF	304.799.6213	10135 Browns Creek Rd.	Dunmore	24934-9062
Tomlinson Run SP	304.564.3651	84 Osage Rd.	New Manchester	26056-0097
Tygart Lake SP	304.265.6144	1240 Paul E Malone Rd	Grafton	26354
Valley Falls SP	304.367.2719	720 Valley Falls Rd.	Fairmont	26554-6073
Watoga SP	304.799.4087	4800 Watoga Park Rd.	Marlinton	24954-5962
Watters Smith SP	304.745.3081	831 RR3 Duck Creek Rd.	Lost Creek	26385-0296

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: RF-WORKS INC.

Authorized Signature: [Signature] Date: 10.3.2017

State of Ohio

County of Delaware to-wit:

Witness taken, subscribed, and sworn to before me this 3rd day of October, 2017.

My Commission expires July 27, 2020.



NOTARY PUBLIC Melissa A. Clancy



**State of West Virginia  
Expression of Interest**

**Procurement Folder : 368309**

**Document Description : Addendum No. 01 A/E for Broadband Build-Out/Park Facilities**

**Procurement Type : Agency Contract - Fixed Amt**

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-15	2017-10-04 13:30:00	AEOI 0310 DNR1800000001	2	

SUBMIT RESPONSES TO:	VEE TOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b>  RF-Works Inc. 1221 Worthington Woods Blvd. Columbus, Ohio 43085 614-800-2680

**FOR INFORMATION CONTACT THE BUYER**

Angela N Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

Signature X  FEIN # 20-0943384 DATE 10.3.2017

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

**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No.01, issued to publish and distribute the attached material to the Vendor Community.

\*\*\*\*\*  
**Expression of Interest**  
**A&E Services for Broadband Build-Out Design for Park's' Facilities**

The West Virginia Division of Natural Resources (WVDNR) is soliciting AEOI responses from qualified firms to provide architectural / engineering services contract for design of construction of internet infrastructure for various state park facilities per the attached bid requirements, specifications and terms & condition.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US		STATE OF WEST VIRGINIA JOB SITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Architectural engineering		

Commodity Code	Manufacturer	Model #	Specification
81101508			

**Extended Description**  
A/E design services and contract administration for broadband build-out in WV State Park facilities.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline at 9 AM	2017-09-15



<b>DNR1800000001</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No. 01 A/E for Broadband Build-Out/Park Facilities	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AEOI DNR1800000001  
Addendum Number: No. 01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted Questions and Agency Response.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# **Attachment A**

**DNR 18\*01**

**A/E Services Broadband Build-Out for State Parks**

**Answers to Technical Questions**

- 1 Is the intent of the Expression of Interest to enter an Agreement with a Company to provide the Design Services for the State Parks? **Yes.**
  
- 2 Basically... the Company is submitting a resume and will be interviewed concerning the job. (Is this correct?) How is the Design price negotiated? *In accordance with WV State Code § 5-G.*

*Note that the purpose as indicated in the EOI, is to obtain the services of an Engineer or Engineering firm to provide a plan for each facility, suitable for public bids, to provide or expand public wireless internet service.*

**ADDENDUM ACKNOWLEDGEMENT FORM**


**SOLICITATION NO.: AEOI DNR1800000001**

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 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.

RF-Works Inc.  
\_\_\_\_\_  
Company  
  
Mindy Altiero VP of Sales  
\_\_\_\_\_  
Authorized Signature

10.3.2017  
\_\_\_\_\_  
Date

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