

REQUEST FOR BIDS (RFB) 25-P-4001
WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE
AUDIO-VISUAL RENOVATION TO LECTURE ROOM

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SECTION I: PURPOSE AND SCOPE

WVSOM is soliciting bids for audio-visual (AV), conference system renovation and upgrades for a large classroom on the campus of the West Virginia School of Osteopathic Medicine. This document shall detail the physical, programming, and functional requirements for the audiovisual systems to be used in the project. The contractor is responsible for providing and installing a full-functioning system.

The required delivery date these items is dependent on the construction timeline, but installation must be complete prior to August 1, 2025.

SECTION 2: BID INFORMATION

A pre-bid meeting is scheduled for Friday, May 9, 2025 at 1:00 P.M.

Question deadline is Monday, May 12, 2025, by 4:30 P.M.

Bids are to be received no later than 1:00pm EST on Wednesday May 21, 2025.

Bidder's Point of Contact: The sole point of contact for questions, clarification and inquiries concerning this Request for Bid (RFB) is:

Shelly Gardner-Lutz

Director of Contracts

WVSOMBids@osteovwsom.edu

Shelly Gardner-Lutz is the sole point of contact for this RFB. No other communication with WVSOM staff or faculty regarding this RFB is permitted. Any unauthorized communication may be reason for Vendor disqualification.

Posting of Information: This RFB and any addenda, will be posted at <https://www.wvhepc.edu/resources/purchasing-and-finance/>.

Proposal Submission: Proposals must be mailed to:

Attention: Shelly Gardner-Lutz
Contracts Department
West Virginia School of Osteopathic Medicine
400 Lee St. North
Lewisburg, WV 24901

**BIDS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED.
IT IS THE BIDDER'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE
PROPOSAL.**

This RFB contains mandatory provisions identified by the use of “will”, “shall” or “must”. Failure to comply with a mandatory provision of the RFB will result in bid disqualification.

SECTION 3: DEFINITIONS - The terms listed below shall have the meanings assigned to the below.

- 3.1 “Contract Items” means all items listed in Contract Requirements and Deliverables section.
- 3.2 “Request for Bid (RFB)” means the official solicitation issued by WVSOM inviting Vendors to submit bids to provide specific goods or services.
- 3.3 “Vendor” means the entity submitting a bid in response to this RFB, the entity that has been selected as the lowest responsible bidder or the entity that has been awarded the Contract.

SECTION 4: PROJECT SPECIFICATION

WVSOM is seeking pricing for the purchase and installation for the following Audio-Visual equipment:

4.1 SCOPE OF WORK: The mission or purpose of this project is to provide necessary audio-visual improvements to WVSOM’s Classroom #1 and will include:

- 4.1.1** Install a new 10,000 lumens laser video projector. Reuse the existing cable and switching infrastructure. Aerial lift to be provided by Owner.
- 4.1.2** Install 41 wireless audio conference units (40 students, 1 instructor.).
- 4.1.3** Replace the existing audio amplifier. Reuse the existing ceiling speakers. PLEASE NOTE: The existing speakers are assumed to be in good working condition. Any work required to repair/ replace speakers or wiring is outside of this scope work.
- 4.1.4** Reuse the following equipment: Audio Mixer, wireless microphones, video switching and control systems, equipment rack and computers. PLEASE NOTE: The components listed above are assumed to be in good working condition. Any work required to repair/ replace the above components or infrastructure is outside of this scope of work.
- 4.1.5** Reprogram the control system to accommodate the new equipment and workflow change.

4.2 EQUIPMENT SPECIFICATIONS:

4.2.1 General: The components specified below have been selected to work with the existing AV and control systems. Equipment substitution will not be allowed.

4.2.2 Projector: Ceiling mount an Epson PU2010W 10,000 lumens, WUXGA/4KE laser projector. Include the correct lens, capable of illuminating the entire, existing screen. Include ceiling mount hardware.

4.2.3 Confidence Monitor: 98” monitor and appropriate mounting for installation on the back wall of the room.

4.2.4 Audio Conference System

4.2.4.1 The wireless conference system shall offer full conference functionality with encrypted digital wireless transmission. The system shall operate using WLAN standard IEEE 802.11a,g in the 2.4 GHz and 5 GHz bands (U-NII-1, U-NII-2, U-NII-2e and U-NII-3). The operating region shall be selectable to ensure compatibility with local RF spectrum regulations. The system shall feature automatic frequency management to detect interference before it affects system performance utilizing proprietary technology. The system shall use AES-128 wireless encryption for enhanced privacy.

4.2.4.2 The system shall include a web interface enabling the user to setup the system and manage the system during the meeting. Both the web interface UI language and the system UI language shall be selectable from at least 17 languages.

4.2.4.3 The wireless system shall consist of the following components: Wireless Conference Units, Access Point Transceiver, Charging Station(s) and rechargeable batteries.

4.2.4.4 Install a single Conference Unit for an instructor and forty (40) student Conference Units. Owner shall provide a 2A USB-A charging connection at each Conference unit location.

4.2.4.5 The Wireless Conference Unit shall be a tabletop mounted wireless conference unit configurable as chairman, delegate, listener or ambient role enabling the participants in a meeting to speak or listen to the proceedings.

4.2.4.6 The unit shall feature a microphone speak button, a configurable function button, a high-quality loudspeaker, a lockable microphone connector, two 3.5 mm female stereo headphone jacks with separate volume control, an NFC card reader, a mini-USB connector, and a built-in 4.3 inch LCD widescreen color touch display. The unit shall include a smart rechargeable Li-Ion battery which shall last over 11 hours fully burdened. The battery shall be easily removable from the unit.

- 4.2.4.7 The wireless conference unit shall support the following speak modes: Handsfree, Automatic, FIFO and Manual (request queue). The unit shall support three microphone interrupt modes.
- 4.2.4.8 The speak button shall enable the participant to activate/deactivate the microphone or (depending on the speak mode) request to speak. An LED ring shall be provided around the speak button. The unit shall support gooseneck microphones in the Shure MXC4xx series. The speak button LED and the gooseneck microphone LED ring shall illuminate red or green (configurable) to indicate that the microphone is on and illuminate green (defeatable) to indicate that the participant is in the request queue.
- 4.2.4.9 The function button shall change functionality depending on the configured role. The delegate role shall offer “Mute” or “no” functionality. The chairman role shall in addition offer “All delegates off”, “Exclusive”, “Mute All” or “Next On” functionality. The chairman role shall always have priority over the delegate role. The speak and function buttons shall be exchangeable with a larger speak button replacing both the speak and function buttons, for one-button use.
- 4.2.4.10 A 10-pin socket shall provide connection to a gooseneck microphone. The socket shall have a lock that is accessible from a small hole beside the socket and locked with a 1.5 mm hex key. Provide a compatible 16-inch gooseneck microphone
- 4.2.4.11 A loudspeaker shall be integrated into the unit to listen to the floor audio.
- 4.2.4.12 The unit shall support 2-button, 3-button, and 5-button voting when initiated by the meeting chairperson. Both standard and secret voting modes shall be available.
- 4.2.4.13 The unit shall provide access to any interpretation channel configured in the wireless access point. The unit shall provide monitoring for two people by providing channel selection and volume controls for the two headphone jacks.
- 4.2.4.14 The unit shall provide an NFC card reader for participant identification.
- 4.2.4.15 In the delegate role configuration, the LCD display shall provide a view of the speaker list, request and reply queue, provide voting buttons for 2-button, 3-button, or 5-button voting sessions. In the chairman role configuration, the lists shall be manageable.

4.3 DELIVERY: Vendor shall coordinate with WVSOM for the delivery and installation of equipment once bid is awarded. Vendor must deliver and install equipment **no later than August 1, 2025**. Items must be delivered to the following location: Classroom 1, Building B, WVSOM 400 Lee Street North, Lewisburg, WV 24091.

SECTION 5: INSTRUCTIONS TO VENDORS

See Exhibit D

5.1 CONTRACT AWARD:

- 5.1.1 The Vendor must clearly identify all costs including installation for the items requested above.
- 5.1.2 The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost. If a Vendor proposes terms and conditions in its' bid response, the Commission will require the Vendor to sign a WV96 Agreement Addendum at the time of award. If the Vendor is unable to sign this Addendum, negotiations between the Attorney General's Office and the Vendor can be held to come to a point of agreement. If the Vendor and Attorney General's cannot come to agreement, the Commission reserves the right to award to the next lowest Vendor who will agree to our terms.
- 5.1.3 At the time of contract award, the Vendor must complete a Purchasing Affidavit. The Affidavit is shown in Exhibit A for example only and does not need to be completed and included with the bid response.
- 5.1.4 At the time of contract award, the Vendor must be registered and pay the fee to the WV Purchasing Division.

5.2 VENDOR DEFAULT AND REMEDIES: The Vendor will be considered in default if they fail to provide the Contract Items in accordance with the requirements contained in this RFB. Upon default, the Vendor will be given 30 days to remedy any defaults and provide the contract items as required. If the Vendor fails to remedy any default within the 30 days, WVSOM reserves the right to immediately cancel the contract without notice.

5.3 INSURANCE

The successful firm shall provide professional liability, general liability, automobile liability, and workers' compensation insurance for the duration of the contract/project(s), or as otherwise proscribed by law, as identified below, and provide certificates of insurance to document such coverage. Minimum limits of insurance required are as follows:

General liability	\$1,000,000 per occurrence, \$2,000,000 aggregate;
Automobile Liability	\$1,000,000 combined single limit;
Workers Compensation:	West Virginia Statutory Requirements including WV Code §23-4-2;
Employer's Liability	\$500,000 each accident, \$500,000 for disease – each employee, and \$500,000 disease – policy limit; and
Professional Liability	\$1,000,000 per occurrence on a claims-made basis.

5.4 BIDS PRICE REQUIREMENT: The State shall select the best price solution. All bids must include a firm “not to exceed price.”

SECTION 6: GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the WVSOM and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules WVSOM shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without WVSOM’s consent.
5. **CANCELLATION:** WVSOM may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
9. **HOLD HARMLESS:** WVSOM will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties’ final expression of intent. No modification of this Order shall be binding unless agreed to in writing by WVSOM.
11. **NON-FUNDING:** All services performed, or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
16. **VENDOR:** For the purposes of these Terms and Conditions, the “Vendor” means the Vendor whose bid, has been accepted and has received a lawfully issued Purchase Order from WVSOM.
18. **TAXES:** The State of West Virginia (WVSOM) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, WVSOM reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by WVSOM resulting from the Vendor’s breach of contract.

20. **SIGNATURE/CERTIFICATION:** Bids must be certified/signed and authorized by the Vendor to execute and submit this bid. Signer must be authorized to bind the Vendor in a contractual relationship. See **Exhibit D**.

21. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this RFB will be made by an official written addendum. Vendor should acknowledge receipt of all addenda issued with this RFB 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. See **Exhibit E**

22. **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.

23. **REGISTRATION:** Prior to award of any contract award in the amount of \$25,000 or greater, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

25. **WAIVER OF MINOR IRREGULARITIES:** WVSOM reserves the right to waive minor irregularities in bids or specifications.

26. **NON-RESPONSIBLE:** WVSOM reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

27. **ACCEPTANCE/REJECTION:** WVSOM may accept or reject any bid in whole, or in part if it is found to be in the best interest of WVSOM.

28. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the RFB 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 Freedom of Information Act West Virginia Code §§ 29B- 1-1 et seq.

29. **TAXPAYER IDENTIFICATION NUMBER:** The Internal Revenue Service (IRS) requires the state to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information.

30. **EMAIL NOTIFICATION OF AWARD:** The WVSOM will attempt to provide bidders with e-mail notification of contract award when an RFB that the bidder participated in has been awarded. For notification purposes, bidders must provide the WVSOM/Institution with a valid email address in the bid response. Bidders may also monitor WVSOM's websites to determine when a contract has been awarded.

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 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 exceed five percent of the total contract amount.

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

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

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

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFB 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 Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFB, 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.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

ADDENDUM ACKNOWLEDGEMENT FORM
REQUEST FOR BIDS NO. 25209

Instructions: Please acknowledge receipt of all addenda issued with this RFB 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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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 Commission/Institution personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

Email:

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

4A. BID SUBMISSION

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

6. 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.

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. 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.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to 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. CSR § 148-22-9.

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

14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

16. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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