##### PURCHASING AND INVENTORY DEPARTMENT

Contracting, Fixed Assets, Warehousing, Textbooks

1403 Honaker Avenue, Princeton, West Virginia

**Deborah S. Akers, Ed.D., Superintendent**

**REQUEST FOR PROPOSAL #298**

#### E-Rate Category 2 Components – Internal Connections

The Mercer County Board of Education invites proposals for providing E-Rate Category 2 Components – Internal Connections for Mercer County Schools. Proposals must be submitted in accordance with the provisions, specifications, and instructions set forth herein. The signed bid form must be returned in an envelope clearly marked RFP #298. Faxed copies are unacceptable.

Proposals will be opened as follows:

PLACE: Conference Room

 1403 Honaker Avenue

 Princeton, West Virginia 24740

DATE: March 9, 2020

TIME: 2:00 p.m.

Please read the enclosed proposal conditions carefully. The Board assumes no responsibility for oral instruction or suggestion by employee or representative. All official correspondence in regard to this proposal and its contents should be directed to and will be issued by the Procurement Specialist. Only the responding vendors will be announced at the proposal opening, not the contents of their proposal. Otherwise no information will be given out until a contract is approved by the Board of Education. All responding vendors will be notified in writing of the Board's action to award.

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Dawn Green

Procurement Specialist

Mercer County Board of Education

February 6, 2020

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 **MANDATORY BID DOCUMENTS**

The documents listed below MUST be submitted as part of the bid response.

Mail the proposal in sufficient time to be received by the due date and proposal opening time.

Proposal. (Three hard copies and one electronic copy) Email electronic copy to brent.murphy@k12.wv.us and cdgreen@k12.wv.us.

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 **A Certificate of Insurance, Bid Bond and WV Contractors’ License must also be included in all submissions.**

**REQUEST FOR PROPOSAL:** To Provide the Mercer County Board of Education (MCBOE) with internal connections as referenced in this proposal. The installation, configuration and testing will commence with E-Rate funding year 2020 as indicated below. The Board reserves the right to modify the project as it deems necessary. This RFP and the winning bidder’s response shall become an integral part of the resultant contract. The project must include service to all locations as indicated below. The proposal and contract shall comply with the Universal School and Library Program of the Universal Service Fund, or E-Rate requirements.

1. **OVERVIEW:**
	1. This request for proposal (RFP) provides interested service providers with sufficient information to enable them to prepare and submit proposals for consideration to satisfy a need that is compliant with E-Rate standards.
	2. Solution acquisition is intended to use E-Rate Category 2 Funding. Service providers are strongly urged to review the FCC’s 2019 Eligible Services List Category 2 Funding requirement (<https://docs.fcc.gov/public/attachments/DA-18-1173A1.pdf>) in preparation of their response.
	3. All proposals need to be complete, including installation costs, as well as any associated fees so the MCBOE can determine the true total cost of the proposal.
	4. The proposal shall include initial installation (non-recurring charges) and monthly recurring charges, if any, that shall be priced separately for each service location.
	5. All contractors doing business in West Virginia must be licensed to perform work in the State as required by the West Virginia Contractor Licensing Act (WV Dept. of Labor, 304-558-7890).
	6. A pre-bid conference will be held on Thursday, February 27, 2020 at 9:00 a.m. beginning at 301 Princeton Avenue, Princeton, WV 24740. The tour will continue to all locations referenced in the proposal so that interested vendors may obtain a clear understanding of the components and scope of the work required at the locations. No other site tours will be conducted.
	7. Any questions related to the technical aspects of this proposal should be directed to Brent Murphy or brent.murphy@k12.wv.us or Mary Burymary.bury@naa.com.
	8. Inquiries about bid requirements or specifications are to be directed to the Procurement Specialist, Dawn Green, (304) 487-1551, ext. 1287, cdgreen@k12.wv.us

**FEDERAL E-RATE UNIVERSAL SERVICES PROGRAM PARTICIPATION:**

* 1. Proposer understands that it is anticipated that some or all of the Board’s cost under the contract shall be eligible for the E-Rate program administered by the Universal Service Administrative Company (USAC). Guidelines for the E-Rate program are available in the service provider section on the SLD website at <http://www.usac.org/sl/>. Proposer is advised to read these guidelines before submitting a proposal.
	2. Winning vendor(s) must have or obtain an E-Rate Service Provider Identification Number (SPIN) from the USAC on or before the start of services, submit a Service Provider Invoice Form directly to USAC pursuant to E-Rate procedure established by the federal government. The winning vendor will be required to comply with applicable E-Rate rules and regulations.
	3. Service providers unable or unwilling to participate in the Federal E-Rate Program will be automatically eliminated from this RFP process.

**INTERNAL CONNECTIONS**

* 1. For the following products and services MCBOE seeks a one-year contract. Vendors are expected to provide lowest corresponding price to the items on the attached list. (Attachment A)
	2. Mercer County Board of Education currently uses Extreme family of products. The Board owns many of these products and would like to add, and/or replace, the existing items as specified in the above table. All equipment compatible and equivalent with the existing infrastructure will be considered. Please also include all applicable licenses, shipping, installation, configuration, and any other associated charges to the quoted products. Each building must be quoted separately both for equipment and services.
	3. All EXTREME equipment specified in Attachment A is meant to be Extreme or EQUIVALENT.
	4. Please include any necessary licenses for equipment listed.
	5. Pricing for each building must be provided utilizing the FCC Form 471 template that can be found at the following URL: <http://usac.org/sl/applicants/step03/form-471.aspx> - then access and download the “Bulk: Internal Connections” template.

**ADDITIONAL REQUIREMENTS AND INFORMATION:**

* 1. The vendor must quote a turn-key solution that will be installed, tested, fully operational and accepted by Mercer County Schools by June 30, 2021. Work may commence after the Board issues and secures a signed contract from the awarded vendor and after the issuance of the purchase order. Services are expected to start by July 1, 2020 as applicable in compliance with E-Rate rules. Payment will be made only after all products and services have completed successful testing and been accepted by the Board.
	2. In case of service interruption, the vendor must include in their quoted service price a four-hour “*back in service*” response time from the time of notification by an authorized Mercer County Schools representative during regular business hours, Monday thru Friday, 7:00 a.m. – 4:00 p.m.
	3. Technical support information is required and listed on page 21. This page must be completed and returned with proposal.
	4. MCBOE reserves the right to award to multiple vendors, selecting portions of the vendor solution best suitable for the Board’s needs or not award at all.
	5. MCBOE, at is sole discretion for any reason or no reason, also retains the right to cancel this RFP at any time if no suitable vendor responds or no satisfactory solution is offered by a vendor responding to this RFP.
	6. Response must provide lowest cost and minimum plan requirements.
	7. Vendors are invited to submit proposals to include a description of services plan proposed and completed pricing sheet. Vendors are required to submit **three** copies of their proposal and *one electronic copy.* The electronic copy should be submitted to brent.murphy@k12.wv.us, and cdgreen@k12.wv.us.
	8. **Letter of Transmittal:** All proposals must include a cover letter signed by a person legally authorized to bind the applicant to its proposal. The letter is to contain the name of the project manager, address, telephone number, fax number, and the email address of the person(s) authorized to represent the Vendor.
	9. **Table of Contents:** Include a clear identification of the material by section and by page number.
	10. **Proposal Summary:** This section may introduce the proposal or summarize key provisions of the proposal and should include**:**
	11. List details of the items that will be furnished. Attachment A or the templates referenced in Section 3.3 shall be included in proposal. *These should also be included in the electronic copy of the proposal you are submitting.*
	12. Provide statement of experience, expertise, and coverage area of your company’s service in Mercer County, West Virginia, and nationwide.

**ADDENDUMS:**

The Board may modify the RFP at any time prior to the RFP due date by issuance of written addendum. Addendums are numbered consecutively. Addendums will be mailed, emailed and/or faxed to the last known address of the Vendors. Vendors are responsible for receipt of any addendum issued. No verbal modifications will be made to the RFP.

**BID BOND**

This Bid shall be accompanied by a bid bond payable to the Mercer County Board of Education for five percent (5%) of the total Bid issued by a solvent surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the State of West Virginia**.** Should the bidder refuse to enter into a contract with the Mercer County Board of Education based upon on the terms stated in the Bidding Documents or fail to furnish bonds covering faithful performance of the Contract and all obligations arising there under, the full amount of the bid security shall be forfeited to the Mercer County Board of Education as liquidated damages, not as a penalty.

**RETAINAGE**

The Mercer County Board of Education will pay 90% of the portion of the contract sum properly allocable to labor, material and equipment incorporated in the work and of materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the most current submitted application for payment, less the aggregate of previous payments made by the Mercer County Board of Education.

The Mercer County Board of Education will pay upon final completion of the entire work and after certification of the vendor’s payment of applicable state and local taxes as specified by WV code, a sum sufficient to increase the total payments to 100% of the contract sum, less such amounts determined for all incomplete work, rejected work and unsettled claims as provided in the contract documents.

**NO CONTRACTS AWARDED OR RENEWED WITH DEBTORS**:

WV Code §5A-3-10a requires that no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is more than $1,000 in the aggregate or the debtor is in employer default. All bids, contract proposals or contracts with the state or any of its political subdivisions submitted or approved shall include an affidavit that the vendor, prospective vendor or related party is not in employer default and does not owe any debt in excess of $1,000.

**WITHHOLDING OF FINAL CONTRACT PAYMENT**:

WV Code §11-10-11(d) requires: all state, county, district and municipal officers and agents making contracts on behalf of this state or any political subdivision thereof shall withhold payment, in the final settlement of any contract, until the receipt of a certificate from the Tax Commissioner to the effect that the taxes imposed by articles thirteen, twenty-one and twenty-four of this chapter against the contractor have been paid or provided for. If the transaction embodied in the contract or the subject matter of the contract is subject to county or municipal business and occupation tax, then the payment shall also be withheld until receipt of a release from the county or municipality to the effect that all county or municipal business and occupation taxes levied or accrued against the contract have been paid. Any official violating this section is subject to a civil penalty of one thousand dollars, recoverable as a debt in a civil action brought by the Tax Commissioner.

**CERTIFICATE OF FINAL PAYMENT**:

WV Code §21-A-2-6c(a) requires: All state, county, district and municipal officers and agents making contracts on behalf of the state of West Virginia or any political subdivision thereof shall withhold payment in the final settlement of contracts until the receipt of a certificate from the Commissioner of the Bureau of Employment Programs (Unemployment) to the effect that all payments, interest and penalties thereon accrued against the contractor under this chapter have been paid or that provisions satisfactory to the commissioner have been made for payment. Any official violating this subsection is guilty of a misdemeanor and, on conviction therefor, shall be fined not more than one thousand dollars or confined in a county or regional jail for not more than one year, or both fined and confined.

**SUBSTANTIAL COMPLETION:**

Board's written Notice to Proceed and/or Purchase Order, to substantially complete by June 1, 2021 and to achieve Final Completion within 15 consecutive calendar days thereafter.

* 1. A walk through inspection will be held by a Mercer County School designate to determine any deficiencies that must be corrected in order to achieve final completion.
	2. A punch list of the deficient items will be submitted to the vendor for correction.

**PERFORMANCE AND LABOR AND MATERIAL BOND**

The contractor to whom any contract is awarded, shall pay for, execute and deliver to the Mercer County Board of Education within ten (10) days after award or contract by Mercer County Board of Education and before signing the contract a corporate surety Performance and Labor and Payment Bond on AIA Document A312 (or equivalent form), to be executed by a surety company which is authorized to do business in the State of West Virginia and signed or co-signed by a licensed West Virginia agent, and which is satisfactory to and approved by the Mercer County Board of Education in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and covering all the guarantees called for in the specifications and all other obligations arising there under.

**BOARD OF EDUCATION INSPECTIONS:**

The Mercer County Board of Education reserves the right to visit sites at intervals deemed necessary to observe the progress of the installation.

**PERMITS AND LICENSES:**

For the Mercer County Board of Education’s records, submit copies of permits, licenses, certifications, inspection reports, releases, notices, receipt for fee payments, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work established by the city, county or state authorities. All permits are the responsibility of the contractor. Vendors must obtain required permit(s) from the City of Princeton for any facility located within the city limits.

**LOCATIONS:**

 The Board has 27 schools and 7 additional sites throughout Mercer County but only 24 schools are being upgraded with internal connections in this proposal. The school locations are shown on Attachment A and their addresses are shown on Attachment B.

**REFERENCES:**

 References are required and must include the following information:

1. Include at least three client references with contact names and phone numbers for accounts you have serviced for at least five years, preferably school systems or universities.
2. Include background information on your company which includes the number of years you have been in business.
3. References are shown on page 19 of the proposal. This page must be completed and returned with your proposal.
4. Include the scope of your experience with Mercer County Schools.

**ATTACHMENT A – PRICE SHEET:**

Vendors should complete and return Attachment A Sheets.

**SPECIFICATIONS:**

Items offered must be in compliance with the specifications. Any deviation from the specification must be clearly indicated by the bidder. Alternates offered by the bidder as “equal to” the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the proposal. The Purchasing Director may waive minor deviations to the specifications.

**BANKRUPTCY:**

In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

**BASIS OF EVALUATION AND AWARD OF PROPOSALS:**

A selection committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The committee will evaluate the proposals deemed to be the most highly qualified to provide the services required, rank such firms in order of preference

The selection committee shall evaluate each proposal on the basis of their response to the following. Each factor is point weighted as shown below.

* Total Cost: Complete installation costs, all other one-time costs, and monthly recurring costs for the

period of the contract duration. 45%

* References: Work performed for other comparable clients, qualification of personnel and vendors experience with similar projects 20%
* Prior experience with of Mercer County Schools with the respondent, technical capability and quality of work, 15%
* Vendors ability to deliver a turn-key solution, qualification of personnel and vendors experience with
* Similar projects 10%
* Compliance with proposal specifications 10%

If no vendor has been selected based upon the results of the selection committee's initial ranking of proposals, vendors may be invited to make oral presentations or submit written information to the selection committee for the purpose of obtaining additional information or clarifications to the submitted proposal. The committee will then conduct a final ranking evaluation of vendors. The committee shall then negotiate a proposed contract with the highest qualified vendor. At the same time the proposed contract is negotiated, the selection committee and vendor may negotiate any changes desired in the scope of the proposal if deemed in the best interest of the Board. If a satisfactory contract cannot be negotiated with the highest qualified vendor, negotiations will formally terminate. Negotiations shall then be undertaken with the second most qualified vendor and so on. This procedure will be continued thereafter until an agreement is reached and then the selection committee will submit their recommendation to the Board for approval.

**CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE**

* 1. Worker’s Compensation / Employer’s Liability

Statutory-State of West Virginia-Compensation through approved WV insurance carrier.

 Employer’s Liability – Limits Required:

 $500,000 – each employee, accident, aggregate

* 1. Contractor’s Public Liability Insurance:

$2,000,000 – General Aggregate

$1,000,000 – Products Complete Operations Aggregate

$1,000,000 – Personal and Advertising Injury Limit

$1,000,000 – Each Occurrence Limit

* 1. Automobile Liability Insurance

$1,000,000 – Per Accident, Provide “Any Auto” Coverage

* 1. Excess Liability Insurance
	2. $2,000,000 Combined Single Occurrence

$2,000,000 Aggregate

* 1. Certificate of Insurance:

The Certificate shall be prepared on “Acord” Form 25-5 (7/90) or an equivalent form.

The Certificate shall indicate that the Mercer County Board of Education is an **ADDITIONAL INSURED** under to Contractor’s policy. The Contractor shall be named insured. The Certification shall be countersigned by a licensed WV Resident Agent.

**CONTRACT PERIOD** shall be July 1, 2020 thru June 30, 2021.

**REJECTION OF BIDS:**

The Mercer County Board of Education shall have the right the extent allowed by WV code to reject any or all bids and to reject a bid not accompanied by the required bid security, or by other data required by the bidding documents, or to reject a bid which is any way is incomplete or irregular.

**ACCORDING TO WV CODE, “§61-10-15.**

Pecuniary interest of county and district officers, teachers and school officials in contracts; exceptions; offering or giving compensation; penalties. (a) It is unlawful for any member of a county commission, district school officer, secretary of a board of education, supervisor or superintendent, principal or teacher of public schools or any member of any other county or district board or any county or district officer to be or become pecuniary interested, directly or indirectly, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract if, as a member, officer, secretary, supervisor, superintendent, principal or teacher, he or she may have any voice, influence or control:”

**THE LAWS OF THE STATE OF WEST VIRGINIA AND POLICY 8200**shall govern all rights and duties under the Contract, including without limited the validity of this Purchase Order/Contract.

**AWARD OF CONTRACT**:

The contract shall be deemed as having been awarded when formal notice of award has been duly served upon the intended awardee (i.e., the bidder to whom the Mercer County Board of Education contemplates awarding the contract) by the Purchasing Director or Procurement Specialist of the Board of Education.

**DISCLOSURE OF AWARD:**

Disclosure will not be made until after the Board of Education has acted upon a proposed recommendation. All vendors will be notified in writing of the Board’s action to award. Only the responding vendor will be announced at the proposal opening, not the contents of their proposal.

**PROTEST OF AWARD**:

Vendors who disagree with the Board’s selection decision may protest that decision. The protest shall be submitted to the following address.

 Director of Purchasing

Mercer County Board of Education

1403 Honaker Avenue

Princeton, WV 24740

**PERIOD THAT PROPOSALS SHALL REMAIN VALID**:

All proposals shall remain firm for a period of ninety calendar days after date specified for receipt of proposals.

**LATE PROPOSALS**:

Proposals received in the purchasing department after the date and time for proposal opening shall not be considered and shall be returned to the vendor.

**NO SUBSTITUTIONS:**

No substitutions of items shall be authorized unless previously agreed to by the Director of Purchasing

**CANCELLATION OF CONTRACT:**

This contract may be cancelled with a 10-day notice from theBoard with no reason given. Reasons for cancellations may be:

* 1. Failure to perform.
	2. Inadequate customer service to handle Board’s concerns.
	3. Inferior or problematic service.
	4. Inability to work with school personnel or to respond to inquiries and requests.
	5. Inability to work within the school schedule.
	6. At the option of the Board.
	7. Non-appropriation of funds, WV Code 11-8-26.

**NO ADDITIONAL SERVICES** will be paid for except those in the proposal and agreed to at time of contract signing or those later approved by the Purchasing Director.

**NON-APPROPRIATION OF FUNDING - MULTI-YEAR CONTRACTS:**

* 1. Non-appropriation of funding – multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have be granted by the Mercer County Board of Education. In the event the Board does not grant the necessary funding appropriation or program approval, then the affected multi-year contract becomes null and void, effective July 1, of the fiscal year for which such approvals have been denied.

**INFORMALITY/IRREGULARITY OF BID:**

To the extent allowed by West Virginia code, the Board reserves the right to waive any informality or irregularity in any bid or bids and to reject any or all bids in whole or in part; to reject a bid not accompanied by the required condition of the bid by the bidder that is in any way inconsistent with the requirements, terms and conditions of the bidding documents; to reject any condition of the bid by the bidder that is in any way inconsistent with the requirements, terms and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular**.**

**ALTERNATE PROPOSALS**:

Alternate proposals on items meeting or exceeding specifications may be considered providing the vendor clearly indicates what is being offered on the proposal forms or on separate pages that are properly referenced. Evaluation of alternates will be made after the evaluation of the primary specifications of this proposal. If a conclusive evaluation of the primary specifications can be made which wholly satisfies the needs of the board, then evaluation of alternates may not be made. Such decision not to evaluate alternates will be made based upon the available time and personnel to conduct such evaluation, and cost required for such evaluation. Evaluation of alternates does not permit an award to vendor submitting a higher quality item than the minimum required by the purchase description unless the vendor also has the proposal price evaluated lowest in accordance with the basis of evaluation for proposals set forth in the invitation for proposal.

**IF BIDS EXCEED** budgeted funds, negotiations may be conducted with the lowest responsible and responsive bidder as per the Board’s Purchasing Policy, D-04, or bids may be rejected as per policy D-04.

**EXEMPT FROM TAXES**:

Bidders shall not include the federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district.

**FREEDOM OF INFORMATION DISCLOSURE:**

Vendors response to the solicitation and the resulting contract are considered public documents and will be disclosed to the public in accordance with the Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. <http://www.legis.state.wv.us/wvcode/Code.cfm?chap=29b&art=1> and Mercer County Board of Education Policy D-04.

**BIDDING DOCUMENTS**

* 1. Request for Proposal
	2. Proposal Response Form
	3. Bid Bond
	4. Affidavit of Non Collusion
	5. State of WV Purchasing Affidavit
	6. Debarment Statement
	7. Affidavit of Compliance with WV Code
	8. State of WV Drug Free Workplace Conformance Affidavit
	9. Insurance Certificate
	10. WV Contractors License
	11. LEA Agreement
	12. References List
	13. Technical Support Contact List
	14. Mercer County Board of Education Standard Bid Conditions
	15. Attachment A – Price Spreadsheets
	16. Attachment B – List of Locations

**CONTRACT FORMS**

* 1. Standard Form of Agreement Between Owner and Contractor (AIA A105)
	2. Performance Bond (AIA A312)
	3. Labor and Material Payment Bond (AIA A312)
	4. Change Order (AIA G701)
	5. Application and Certificate for Payment (AIA G702)
	6. Continuation Sheet (AIA G703)
	7. Certificate of Substantial Completion (AIA G704)
	8. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
	9. Contractor's Affidavit of Release of Liens (AIA G706A)
	10. Consent of Surety to Final Payment (AIA G707)
	11. List of Subcontractors and Major Equipment/Materials Suppliers
	12. Purchase Order issued upon approval of bid by the Board
	13. LEA Agreement
	14. E-Rate Funding Agreement

### PROPOSAL RESPONSE FORM

#### RFP #298 E-Rate Category 2 Components – Internal Connections

Sealed proposals subject to terms and conditions of this invitation will be received at 1403 Honaker Avenue, Princeton, West Virginia, 24740, on opening date and time specified, and then publicly opened for furnishing services specified therein by the vendor. Only the responding vendor will be announced at the proposal opening, not the contents of their proposal. The undersigned, hereinafter called the vendor, being familiar with and understanding the Proposal Documents hereby proposes to furnish and install internal connections at the designated Mercer County School locations.

**RETURN Proposal Response to:**

Dawn Green Opening date/time

Procurement Specialist

Mercer County Board of Education Monday, March, 9, 2020

1403 Honaker Avenue

Princeton, West Virginia 24740 2:00 p.m.

The vendor understands that to the extent allowed by West Virginia Code, the owner reserves the right to waive any informality or irregularity in any proposal or proposals and to reject any or all Proposals in whole or in part; to reject a proposal not accompanied by data required by the proposal Documents; to reject any condition of the proposal by the vendor that is in any way inconsistent with the requirements, terms and conditions of the proposal Documents; or to reject a proposal that is in any way incomplete or irregular.

Company

Name

**\_\_\_\_\_\_\_\_\_\_**addendums received.

**Attach copies of the following:**

* WV Contractor’s license
* WV Workman’s Compensation Certificate
* Insurance Certificate
* Bid Bond

 (Signature, in ink)

Title

 Address:

Email

Office Telephone:

Cellular Phone

Fax:

Date:

 **AFFIDAVIT of NON COLLUSION**

State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of

ss:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being first duly sworn

 (Name of Authorized Individual Making Bid)

does depose and say that he is authorized to act as an agent or Attorney-In- Fact for:

Name of Bidder

Business Address

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip

in which regard he covenants and agrees that the aforementioned bidder is the only one interested in this bid; that no person, firm or corporation other than hereinafter named has any interest in this bid. The bidder further attests that this bid was made without any understanding, agreement or connection with any person, firm, or corporation making a bid for the same work or materials, and that this bid is in all respects fair and without collusion or fraud. The bidder further covenants that no member, employee, or official of the Board of Education of the County of Mercer is or shall become interested directly or indirectly as a partner, stockholder, or in any manner in the work or materials for which this bid was submitted.

Other persons or firms sharing an interest in the work or materials for which this bid was submitted. (If None, so state)

Name

Business Address

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Individual

Notary Signature

Notary Seal

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

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

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to

chapter eleven of the W. Va. Code, workers’ compensation premium, permit fee or environmental fee or assessment and

the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not

in default of any of the provisions of such plan or agreement.

**DEFINITIONS: “Debt”** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its

political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’

compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state

or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**“Employer default”** means having an outstanding balance or liability to the old fund or to the uninsured employers'

fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers'

compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An

employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner

and remains in compliance with the obligations under the repayment agreement.

**“Related party”** means a party, whether an individual, corporation, partnership, association, limited liability company

or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage,

ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that

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 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** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Purchasing Affidavit*** *(Revised 08/01/2015)*

**DEBARMENT AND SUSPENSION CERTIFICATION**

 **Federal Funds**

This certification is required by the regulations implementing Executive Order 12549, Department and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

1. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name Bid Number/Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**AFFIDAVIT of COMPLIANCE WITH WEST VIRGINIA CODE**

I certify that I comply with requirements of WV Code 5A-3-10 in the submission of this bid. Requirements to comply with Code are not limited to these specific sections and a bidder for this contract must be in compliance with applicable code requirements of the State of West Virginia and the political subdivision of the Board of Education.

5A-3-10a Prohibition for awarding contracts to offerors that owe a debt to the state or its political subdivisions.

Bid Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder

Signature of Authorized Individual

Notary Signature

Notary Seal

****

**PURCHASING POLICIES AND PROCEDURES MANUAL**

**FOR LOCAL EDUCATIONAL AGENCIES**

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any

other State’s governing law.

1. **TAXES -** Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Offeror including individuals, nor will the Agency file any tax returns or reports on behalf of Offeror or any other party.
2. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
3. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
4. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
5. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement,

contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated

or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

1. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Offeror, lessor, individual, or any

other party are deleted.

1. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding

during the term of the agreement are hereby deleted.

1. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
2. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Offeror and Offeror shall obtain the written consent of Agency prior to assigning the agreement.
3. **LIMITATION OF LIABILITY -** The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Offeror. Accordingly, any provision limiting the Offeror's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property**.**
4. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Offeror. Agency agrees

to pay Offeror for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.

1. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the

agreement is hereby deleted. The Agency may only agree to reimburse a Offeror for actual costs incurred or losses sustained during the current

fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

1. **RENEWAL -** Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

**INSURANCE -** Any provision requiring the Agency to purchase insurance for Offeror’s property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

1. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a

right of repossession with notice.

1. **ACCELERATION -** Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

**CONFIDENTIALITY** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.

1. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No

amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

**ACCEPTED BY:**

Local Education Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Revised 07-12**

**REFERENCES**:List recent clients to whom you have performed similar work and the date the work the work was done. Please provide valid contact information

**1) Name** **Date(s) of Work**

Address Contact Person

Telephone Title

Email Location

Brief description of the system

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2) Name** **Date(s) of Work**

Address Contact Person

Telephone Title

Email Location

Brief description of the system

**3) Name** **Date(s) of Work**

Address Contact Person

Telephone Title

Email Location

Brief description of the system

**REQUIRED TECHNICAL SUPPORT CONTACT INFORMATION**:List the technical support contacts that will be available to Mercer County Board of Education for support as specified in the bid documents.

**1) Name** **Title**

Telephone Cell #

Email Location

**2) Name** **Title**

Telephone Cell #

Email Location

**3) Name** **Title**

Telephone Cell #

Email Location

**List the hours that the technical support contacts will be available to MCBOE**

|  |  |
| --- | --- |
| **DAY** | **HOURS** |
| Monday |  |
| Tuesday |  |
| Wednesday |  |
| Thursday |  |
| Friday |  |

**MERCER COUNTY BOARD OF EDUCATION STANDARD BID CONDITIONS**

1. **Rights of Board:** To the extent allowed by West Virginia Code, the Board reserves the right to waive any informality or irregularity in any bid and to reject any or all bids in whole or in part; to reject a bid not accompanied by the required condition of the bid by the bidder that is in any way inconsistent with the requirements, terms and conditions of the bidding documents; to reject any condition of the bid by the bidder that is in any way inconsistent with the requirements, terms and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular; to reschedule the bid opening date to serve the best interest of the Board.
2. **Company Officer/Agent Signature Required:** No bid will be accepted unless these forms are used and properly signed by a company officer/agent.
3. **Final Bids:** All bids shall be deemed final, conclusive, and irrevocable and no bid shall be subject to amendment.
4. **Late Bids:** Bids received in the **Purchasing Department** after the public bid opening, due to mail delays, holidays, or any other reason, will not be considered under any circumstances and shall be returned to the contractor.
5. **Period to Accept or Reject Contractor's Response:** Bid responses will be considered as fixed for *ninety days*. Specification section of this bid will define contract terms and conditions.
6. **Alternate Bids:** Alternate bids on items meeting or exceeding specifications may be considered providing the bidder clearly indicate what is being offered on the bid forms or on separate pages that are properly referenced. Evaluation of alternates will be made after the evaluation of the primary specifications of this bid. If a conclusive evaluation of the primary specifications can be made, which wholly satisfies the needs of the board, then evaluation of alternates may not be made. Such decision not to evaluate alternates will be made based upon the available time and personnel to conduct such evaluation, and cost required for such evaluation. Evaluation of alternates does not permit an award to a bidder submitting a higher quality item than the minimum required by the purchase description unless the bidder also has the bid price evaluated lowest in accordance with the basis of evaluation for bids set forth in the invitation for bid.
7. **Exempt from Taxes:** Bidders shall not include the federal excise tax, transportation tax, or sales tax in prices since these do not apply to the school district.
8. **New Product or Equipment Only:** Only new, unused and first quality product, materials and/or equipment shall be supplied under this bid. The board of education reserves the right to reject any delivered items, which are not equal in quality to samples, descriptions, or specifications.
9. **Deliver To:** Delivery will be made to Mercer County Schools listed in the Specifications section of this bid unless otherwise indicated in the bid specifications and must be free of all freight charges. All items ordered are to be delivered within **thirty days** from date of Notice to Proceed unless terms are otherwise agreed to at the time the Notice to Proceed is issued. Any exceptions to these conditions must be clearly indicated and included in your bid response. A contractor's failure to meet promised delivery dates in whole or in part will be documented and considered in future awards for procurement of such items or may be cause for cancellation of the order in whole or in part and may also be considered grounds for suspension of bidding privileges.
10. **Performance Level of Brands:** The designation of brands, if listed, are used to define the performance and quality level of the item desired and are not intended to restrict the bidder to one specific brand. All items bid are to be "equal" or better in quality to the referenced brand.
11. **Technical Inquiries about Items Contained in This Contract:** Technical inquiries are to be directed to the Director of Technology, Brent Murphy, (304) 487-1551, extension 1254 or brent.murphy@k12.wv.us.
12. **Substitutions:** No substitutions of items shall be authorized unless previously agreed to by the Purchasing Director.
13. **Award:** Award will be made on items, groups of items, or the total bid, whichever is to the Board's advantage. The right is reserved by the Board to make such selections as in its judgment is best suited for the purpose intended. The right to reject any and all bids or any parts thereof and to waive any informality, including date changes, in bidding is reserved to the Board.
14. **Approval of Award:** Bids are approved the fourth Tuesday of each month at the regularly scheduled Board of Education meeting.
15. **Non-Discrimination:** The Board will not discriminate because of race, color, religion, creed, or sex in the performance of its procurement activity. Every contract of $10,000.00 or more shall include the following provisions:
	1. During the performance of this contract, the contractor agrees as follows:
	2. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
	3. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
16. **Award of Contract:** The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Mercer County Board of Education contemplates awarding the contract) by the Purchasing Director, but terms of the contract shall not be deemed to have been perfected until a satisfactory surety bond equal to 100% of the contract sum has been furnished by the Successful Bidder, at his own expense to the Board of Education as a guarantee of contract performance.
17. **Rejection of Bids:** The Mercer County Board of Education shall have the right to reject any or all bids and to reject a bid not accompanied by the required data required by the bidding documents, or to reject a bid that is in any way incomplete or irregular.

**NO BID REPLY FORM**

RFP #298 E-Rate Cat. 2 Components - Internal Connections

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in the enclosed envelope. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_ 3. We do not feel we can be competitive.

 \_\_\_\_\_\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing policies of the manufacturing company.

\_\_\_\_\_\_\_\_\_\_ 5. We do not wish to sell to the district(s).

Our objections are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_\_\_\_\_\_ 7. Other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 FIRM NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE

\_\_\_\_\_\_\_\_\_\_ We wish to remain on the Bidders' List.

\_\_\_\_\_\_\_\_\_\_ We wish to be deleted from the Bidders' List.