

RFB #64000

Data Center Upgrade – Computer Room Air Conditioner



Release of RFB: Wednesday, August 5, 2026

Mandatory Site Walk Thru: Wednesday, August 19, 2026, at 2:00 p.m

Proposal Due Date: Friday, September 4, 2026, at 1:00 p.m.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

Table of Contents

Section 1	General Information	2
Section 2	Background Information	3
Section 3	Scope of Services	4
Section 4	Proposal Format and Vendor Information.....	7
Section 5	Bidder Responses and Evaluation Criteria.....	9
Exhibit A	Data Center Floor Plan.....	10
Exhibit B	Instructions to Bidders	11
Exhibit C	General Terms and Conditions.....	15
Exhibit D	Certification and Signature.....	23
Exhibit E	Addendum Acknowledgement	24
Exhibit F	Certificate of Liability Insurance.....	25
Exhibit G	Bid Bond and Bond Preparation Instructions.....	26
Exhibit H	Labor and Material Bond with Acknowledgments and Instructions.....	28
Exhibit I	Performance Bond with Acknowledgments and Instructions.....	31
Exhibit J	Maintenance Bond with Acknowledgments and Instructions.....	34
Exhibit K	Addendum to Vendor’s Standard Contractual Terms (WV-96.....	35
Exhibit L	Purchasing Affidavit.....	37
Exhibit M	Guidelines for Vendors for Bid Submissions via Email.....	38

Mandatory Site Walk Thru will be held at 2:00 p.m. on Wednesday, Aug. 19, 2026

Questions will be received until 4:00 p.m. on Monday, August 24, 2026

Responses to questions will be posted by 4:00 on Wednesday, August 26, 2026

Proposals will be received until 1:00 p.m. on Friday, September 4, 2026

(All times listed are in the Eastern time zone)

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

SECTION 1: GENERAL INFORMATION

1.1 Introduction: West Virginia Network (WVNET) is accepting proposals for the installation of one (1) new computer room air conditioner as part of an overall upgrade of all data center power and cooling systems. Bid responses should include pricing based on the purchase of one (1) unit.

1.2 Instructions to Bidders: See Exhibit B.

1.3 General Terms and Conditions: See Exhibit C.

1.4 Schedule of Events:

Release of RFB: Wednesday, August 5, 2026

Mandatory Site Walk Thru: Wednesday, August 19, 2026, at 2:00 p.m.

Question Deadline: Monday, August 24, 2026, at 4:00 p.m.

Responses to Questions: Wednesday, August 26, 2026, by 4:00 p.m.

Proposal Due Date: Friday, September 4, 2026, at 1:00 p.m.

Target Award Date: Thursday, October 1, 2026

1.5 Point of Contact: The WVNET point of contact for questions, clarification and inquiries concerning the Request for Proposal (RFB) process is:

Phil Snitz, Manager of Business Operations
West Virginia Network (WVNET)
837 Chestnut Ridge Rd., Morgantown, WV 26505
psnitz@staff.wvnet.edu
(304) 225-0483

1.6 Posting of Information: This RFB and any addenda, including answers to questions, will be posted at <https://wvnet.edu/wvnet-bids/>

1.7 Questions: All questions concerning this RFB are to be sent via email to the point of contact listed in section 1.5 by the deadline listed in section 1.4. Telephone calls, verbal discussions, or other formats or delivery will not be accepted or answered. When submitting questions by e-mail, please reference the RFB number in the subject line.

1.8 Proposals shall remain in effect for one hundred eighty days (180) days from the submission date.

1.9 Expenses: The state will not be held liable for any expenses incurred by any bidder responding to this RFB including expenses to prepare or deliver the proposal or attend any oral presentation.

1.10 Interviews: Discussions and/or interviews may be held with the bidders under final consideration prior to making a selection for award; however, the RFB may be awarded without such discussions or interviews.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

1.11 Award: It is anticipated that a single contract will be awarded for all services. However, the state reserves the right to configure the contract in whatever manner is in its' best interests.

SECTION 2: BACKGROUND INFORMATION

2.1 West Virginia Network for Educational Telecomputing (WVNET) is a dynamic service organization providing telecommunications and computing services within West Virginia. Currently focused on state colleges and universities and administered by these entities, WVNET is transitioning to expand its impact by offering services to state government, K-12, public libraries and county government. As a centralized state resource, WVNET reacts to customer needs by providing efficient and cost-effective deployment of technology, training and support. You can learn more about WVNET by visiting <https://wvnet.edu/>.

2.2 The WVNET Data Center (constructed in 1975) consists of a secured, raised-floor environment (30' x 60') occupied by 42 racks of computer and networking equipment.

The power and cooling systems supporting this room include:

Computer Room Air Conditioners

- 2 Liebert DS077A (built in 2006)
- 2 Liebert DS077A (built in 2025)
- 1 Liebert FH290A (built in 1994)

Uninterruptible Power Supply (UPS)

- Liebert EXM (built in 2023)
- Model 480V-60Hz-EXM
- Eaton ATC-600 (automatic transfer switch)

Generator

- Generac SD500 diesel powered, 500 kW rated (built in 2024)

A diagram of the data center floor plan is attached in Exhibit A.

2.3 Future WVNET data center utilization is expected to remain unchanged for the near future. There is substantial open and unused space in the data center. The existing power and cooling systems were installed when the data center was fully occupied with computer equipment. In the past few years, there has been a substantial reduction in the amount of computer equipment installed or hosted in the data center as the computer industry (and WVNET's customers) shift to cloud computing.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

SECTION 3: SCOPE OF SERVICES

This RFB may contain mandatory provisions identified by the use of the words “must, will and shall”. Failure to comply with a mandatory term in the RFB will result in bid disqualification.

- 3.1 Current System: WVNET has five (5) Liebert air conditioners installed in the data center:
- 2 Liebert DS077A (built in 2006)
 - 2 Liebert DS077A (built in 2025)
 - 1 Liebert FH290A (built in 1994)

The air conditioning unit AC-4 will be the one replaced as a result of this RFB.

- 3.2 Replacement System:

The replacement air conditioning systems must be a one-for-one replacement with new (not used or reconditioned) Liebert systems as follows:

One (1) Liebert Model DS077ASA0EI401A, 460 Volts, 60Hz, 3 Phase, 65,000 amps rms Short Circuit Current Rating, Liebert DS Precision Cooling Systems: Nominal 077 kW (22 Ton) Air Cooled Downflow Systems

- 14-gauge, welded frame, with Autophoretic coating. Frame can be field separated into three sections for transport through small areas
- Front Service Access
- Supply air exits from the bottom of the unit
- Return air enters the top of the unit
- Exterior panels insulated & powder coated
- 4" filters, MERV 8 rating
- EC Motor with Fans Operating Inside the Unit
- Infrared Humidifier with automatic flush cycle. Capacity of 22 lbs/hr (kg/hr)
- Three-stage, Finned tubular, 304/304 stainless steel electric reheat with a capacity of 25 KW (BTUH)
- Dual refrigeration circuits with liquid line filter driers, refrigerant sight glasses, expansion valves, and liquid line solenoid valves
- Two (2) Independent Scroll Compressors
- A-frame Evaporator coil with stainless steel drain pan
- R-407C refrigerant. Field supplied and field charged on air-cooled units
- Liebert iCOM Control with High-Definition Display
- iCOM based communication including one Ethernet port and one RS-485 port on iCOM controller, dedicated to supporting BACnet IP, Modbus TCP/IP, BACnet 485, Modbus 485 and SNMP v1/v2c/v3
- Locking Disconnect Switch
- Factory installed dual float condensate pump with unit alarm indication and unit shutdown upon high water level. Rated for 100GPH at 20 ft head
- Zone Leak Sensor
- Floorstand: Standard EC Fan - 12" (457 mm)

West Virginia Network (WVNET)

Request For Bids 64000

Data Center Upgrade – Computer Room Air Conditioners

One (1) Liebert MC Air-Cooled Microchannel Condenser(s), Model DCDF308-A, using input supply voltage of 460 Volt, 3 Phase, 60 Hz

- Microchannel aluminum coil
- Variable Speed EC Fans
- Premium electronic control board providing communication with iCOM using CANbus
- Aluminum exterior panels and 18” aluminum legs
- Dual refrigerant circuit condenser
- R-407C set points
- Short Circuit Current Rating of 65,000 Amps, rms

One (1) vNSA14 network switch to connect multiple Ethernet-ready devices. Power input range of 100-240 VAC single phase, 47-63 Hz. Power wiring required.

Services & Warranties:

- Year 1: Total Parts and Labor Warranty
- Years 2 thru 5: Extended Compressor Warranty

If an alternative product is proposed, it must be equivalent or better in all aspects.

The contractor shall provide all labor, material, and equipment for the removal of the existing Liebert air conditioning unit being replaced and the installation of the one new Liebert air conditioning unit (or approved equivalents). This includes delivery and unloading of equipment at the jobsite, including handling of equipment from the delivery point into the data center.

To maintain normal operations, at least three (3) air conditioning units (new or old) must be operational at any one time.

3.3 Infrastructure Reuse: Existing wiring, plumbing, or components can be reused, if appropriate, but must be specified in the bid. If the new equipment requires the existing concrete pad to be extended and/or modified, vendor to provide this work.

3.4 Project Plan and Timeline: This will be a turn-key project. The vendor shall provide WVNET with a complete project plan. The project plan, and any subsequent changes, must be approved by the WVNET Director, or his designee, in advance of any work commencing.

3.4.1 Equipment Delivery and Removal: Vendor shall schedule the delivery or removal of equipment with the WVNET Director, or his designee, at least one week in advance.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

3.4.2 Acceptance Testing: Vendor shall schedule and coordinate the start-up and testing of all newly installed systems with the WVNET Director, or his designee, at least one week in advance.

3.5 Facility Access: Work inside the data center will be completed during normal business hours Monday-Friday, 8:30AM – 5:00PM, excluding State holidays, unless otherwise scheduled and approved. The removal of existing equipment and the installation of new equipment, including all plumbing and electrical connections, must be scheduled and approved in advance.

3.6 Documentation: At a minimum, the following documentation will be provided by the vendor to the WVNET Director, or his designee, prior to the project's completion.

3.6.1 As-Built Plans: Upon project completion, contractor shall provide paper and electronic copies of as-built drawings. Drawings shall include wiring diagram and connections to existing system.

3.6.2 Service Warranty: Contractor will provide a full one (1) year warranty on all parts, labor, and equipment included in this proposal. The contractor will provide all warranty information in electronic and hard copy.

3.6.3 Training and Manuals: Contractor will instruct designated WVNET staff on all operations and safety features. At least one on-site training session will be provided for staff. The contractor will provide staff with a copy of all equipment manuals and operation instructions.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

SECTION 4: PROPOSAL FORMAT AND VENDOR INFORMATION

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal. Proposals should provide a straightforward and concise description of the bidder's ability to satisfy the requirements of the RFB. Emphasis should be placed on completeness and clarity of content.

The entire length of the proposal document must be 30 pages or less and shall include:

4.1 Title Page: The title page should show the RFB title and number, as well as the name and local address of the responding company.

4.2 Transmittal Letter: A transmittal letter signed by an official authorized to contractually bind the proposer is required. The transmittal letter shall state that the **proposal shall be valid for a 180-day period** and should include RFB number and title as well as the name, title, address, telephone number, and email address of the individual to whom correspondence and other contacts should be directed during the proposer selection process.

Address the cover letter to the contact listed in section 1.5.

4.3 Executive Summary: This section should be a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken. Provide a description of how the work will be conducted and the amount of time and effort that will be required of WVNET personnel.

4.4 Qualifications of Vendor: This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. Describe the Firm's size, illustrating its ability to fulfill the terms of the RFB.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer and any of its sub-contractors have not been debarred or suspended from providing services in West Virginia prior to award.

4.5 Vendor Background and Experience: A minimum of one (1) page description of the proposer's background and relevant public sector representation experience with no more than three (3) references within the past five (5) years. Include the name of the contact person, their company's name, their contact information (email address and telephone numbers), and the year in which the work was completed. References should be from clients comparable to the type and scope of services solicited in this RFB, with preference for higher education customers.

4.6 Vendor Staffing and Project Organization: This section should identify key personnel who will be assigned to this project, including their qualifications and experience.

4.7 Project Schedule and Services Rendered: Provide a proposed schedule and project timeline that ensures completion of the requested services. Include a chronological timeline of major activities and checkpoints.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

4.8 Cost Proposal: Provide a cost proposal for services to be rendered to WVNET for performance of the scope of work listed. The proposal must include a clearly understandable listing and breakdown of all charges. This includes all costs associated with the installation of the new, proposed equipment and the removal of the old, existing systems must be included in the proposal cost, including any electrical, plumbing, or construction work or any associated or additional equipment required. Please include the cost if existing piping is used and the cost if WVNET were to use new piping.

Any items required to make the system operational not included in the bid will be the vendor's sole responsibility. If any error or omission of equipment or service is made by the vendor, the vendor will incur any additional costs at their own expense.

Estimates shall be good for 180 days after the bid proposal deadline.

A ELECTONIC COPY OF THE COST PROPOSAL IS TO BE PROVIDED IN A SEPARATE EMAIL AND LABELED AS "PROFESSIONAL FEE INFORMATION".
It should also contain the same information as the response Title Page (section 4.1).

4.9 Appendices: Under this section, proposers shall provide all required forms and documents listed in the RFB. These documents are not part of the 30-page limitation.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

SECTION 5: BIDDER RESPONSE AND EVALUATION CRITERIA

5.1 Proposal Submission: Deliver one (1) electronic copy of the technical proposal along with one (1) separate electronic copy for the cost proposal on or before the date required in Section 1.4. The email should be clearly marked with the RFB number and marked to the attention of the contact listed in Section 1.5 (please see Exhibit M for guidelines to submit bid response electronically).

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

5.2 The proposal will be evaluated on a one hundred (100) point scale with points assigned as outlined below.

Vendors failing to score at least 70% or 49 points for Sections 5.2.1 and 5.2.2 will not be considered to have met the minimum acceptable score. Any vendor not meeting the minimum acceptable score will NOT have their prices opened and will NOT be considered for award of the bid.

5.2.1 Qualifications, Experience and Company Background – 40 points

Responses to Sections 4.4 and 4.5 will be reviewed and evaluated here.

5.2.2 Services – 30 points

Responses to Sections 4.6 and 4.7 will be reviewed and evaluated here.

5.2.3 Price – 30 points

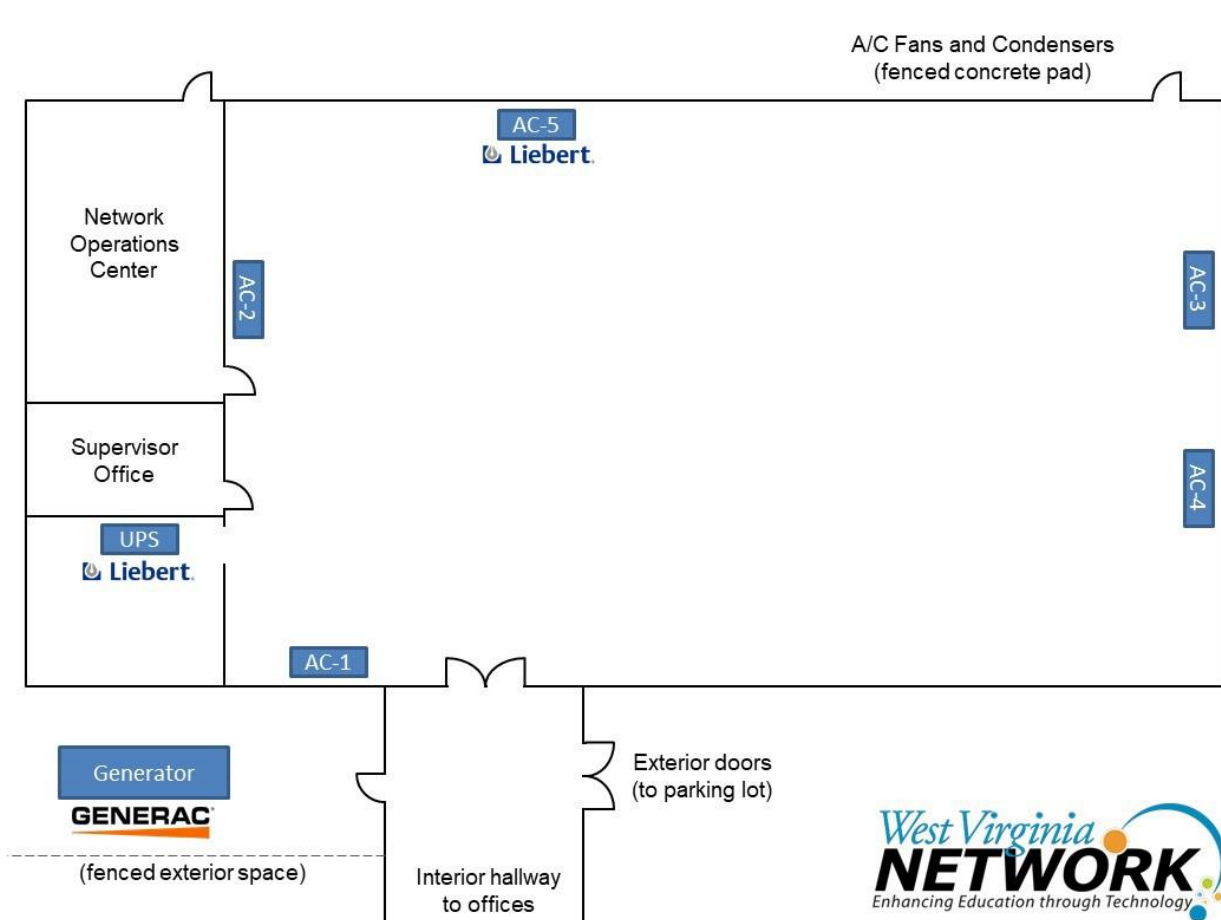
The lowest bid will receive the full 30 points. Each higher bid will receive a percentage of the 30 points on a ratio basis compared to the lowest bid cost.

5.3 An award will be made to the bidder receiving the highest point total.

5.4 In the event that mutually acceptable terms cannot be reached within a reasonable period of time, with the highest ranked bidder, the state reserves the right to undertake negotiations with the next highest ranked bidder and so on until mutually acceptable terms can be reached.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

EXHIBIT A: DATA CENTER FLOOR PLAN



West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

EXHIBIT B: INSTRUCTIONS TO BIDDERS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain an RFB 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 Request for Proposals (RFB). Failure to do so may result in disqualification of vendor's bid.

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

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

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

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

2:00 p.m. on Wednesday, August 19, 2026
West Virginia Network
837 Chestnut Ridge Rd.
Morgantown, WV 26505

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.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Anyone attending the pre-bid meeting on behalf of a vendor must list on the attendance sheet their name and the name of the vendor they are 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

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the RFB prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this RFB. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the e-mail address listed below to be considered. Submitted e-mails should have RFB number in the subject line.

A written response will be published in an RFB addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this RFB are preliminary in nature and are nonbinding.

Submit Questions to: psnitz@staff.wvnet.edu

Question Submission Deadline: Monday, August 24, 2026, at 4:00 p.m.

4. VERBAL COMMUNICATION: Any verbal communication between the vendor and any WVNET personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the RFB by an official written addendum is binding.

5. BID SUBMISSION: All bids must be mailed or hand delivered to the following address:

West Virginia Network
837 Chestnut Ridge Rd.
Morgantown, WV 26505
Attn: Philip Snitz

Clearly identify the RFB number on the envelope.

Vendor responses should include one (1) electronic copy of the bid by the date and time shown in Section 6 (below). Additionally, the vendor should clearly identify and segregate the cost proposal from the technical proposal and submit them separately in electronic format.

6. BID OPENING: Bids submitted in response to this RFB will be opened at the location identified below on the date and time listed below. Delivery of a bid, whether by e-mail or delivery, after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: Friday, September 4, 2026, at 1:00 p.m.

Bid Opening Location: West Virginia Network, 837 Chestnut Ridge Rd., Morgantown, WV
(vendors need not to be present)

7. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this RFB will be made by an official written addendum. Vendors 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.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

- 8. 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.
- 9. ALTERNATE MODEL OR BRAND:** Any model, brand, or specification listed in this RFB 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 alternative being bid shall be determined by WVNET's 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 such information for alternate items, including equivalency justification, may be grounds for rejection of a vendor's bid.
- 10. EXCEPTIONS AND CLARIFICATIONS:** The RFB 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 RFB may result in bid disqualification.
- 11. COMMUNICATION LIMITATIONS:** Communication with WVNET or any of its employees regarding this RFB during the bid, evaluation, or award periods, except through the contact listed in section 1.5, is strictly prohibited without prior approval.
- 12. 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.
- 13. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the vendor's bid.
- 14. WAIVER OF MINOR IRREGULARITIES:** WVNET reserves the right to waive minor irregularities in bids or specifications.
- 15. NON-RESPONSIBLE:** WVNET 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."
- 16. ACCEPTANCE/REJECTION:** WVNET may accept or reject any bid in whole, or in part if it is found to be in the best interest of WVNET and the State of West Virginia.
- 17. 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.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

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 WVNET constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. WVNET 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.

18. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to the contract award.

A copy of that form is included with this RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

19. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, WVNET reserves the right to request those items after bid opening and prior to contract award

20. EMAIL NOTIFICATION OF AWARD: WVNET will attempt to provide bidders with e-mail notification of contract award when an RFB they participated in has been awarded. For notification purposes, bidders must provide WVNET with a valid email address in the bid response. Bidders may also monitor WVNET’s website to determine when a contract has been awarded.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

EXHIBIT C: GENERAL TERMS AND CONDITIONS

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the WVNET's Director, or their designee, and approved as to form by the Attorney General's Office constitutes acceptance by WVNET of this Contract made by and between the WVNET and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this RFB/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this RFB/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, institution, board, commission, or other entity of the State of West Virginia that is identified on the first page of the RFB or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this RFB.
 - 2.3. "Director"** means the individual authorized to sign Purchase Order/Contracts.
 - 2.4. "WVNET"** means the West Virginia Network for Educational Telecomputing, the entity identified on the first page of the RFB who is issuing the solicitation.
 - 2.5. "Contract" or "Purchase Order"** means the binding agreement that is entered into between WVNET and the vendor to provide the goods or services requested in the RFB.
 - 2.6. "Award Document"** means the document signed by WVNET and approved as to form by the Attorney General, that identifies the vendor as the contract holder.
 - 2.7. "RFB"** means the official notice of an opportunity to supply WVNET with goods or services.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, institutions, commissions, boards, institutions etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the RFB, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
- 3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1)-year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of WVNET and the Vendor, with approval of the Attorney General's Office (Attorney General approval is as to form only) for four (4) successive years. Any request for renewal should be delivered to WVNET thirty (30) days prior to the expiration date of the contract.

Automatic renewal of this Contract is prohibited.

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

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

5. QUANTITIES: The quantities required under this Contract shall be identified in the RFB/Purchase Order.

6. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to WVNET by the vendor as specified:

☒ **Bid Bond** (construction only): Pursuant to the requirements contained in W. Va. Code Section 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 100% of the contract price. The performance bond must be received by WVNET prior to contract award.

☒ **Labor/Material Payment Bond:** The apparent successful vendor shall provide a labor/material payment bond in the amount of 100% of the contract value. The labor/material payment bond must be delivered to WVNET prior to the contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's checks, or irrevocable letters of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will be allowed for projects under \$100,000. Personal or business checks are not acceptable.

Notwithstanding the foregoing, West Virginia Code Section 5-22-1 (d) mandates that a vendor provides a performance and labor/material payment bond for constructions projects. Accordingly, substitutions for the performance and labor/material payment bonds for constructions projects is not permitted.

[X] License(s)/Certifications/Permits: In addition to anything required under Section 28 of the General Terms and Conditions below, the apparent successful vendor shall furnish proof of the licenses, certifications, and/or permits requested in the RFB.

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

Vendor must maintain:

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

[] Automobile Liability Insurance in at least an amount of: per occurrence.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

- ☐ **Cyber Liability Insurance** in an amount of \$1,000,000.00 per occurrence.
☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

9. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit WVNET's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

- ☐ _____ for _____
☐ Liquidated Damages contained in the specifications
☐ Liquidated Damages are not include in this contract

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

11. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this RFB/Contract by WVNET. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by WVNET. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

14. 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.

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFB.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, WVNET may notify the vendor that an alternative source of funding has been obtained and thereby avoid automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

17. CANCELLATION: WVNET 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.

18. 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 or West Virginia Code, is void and of no effect.

19. COMPLIANCE WITH LAWS: Vendor or approved Subcontractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, the vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. 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.

21. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by WVNET and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

22. 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.

23. 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 WVNET 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.

24. 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 WVNET and the Attorney General's Office (as to form only).

25. 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 WVNET; (b) be merchantable and fit for the purpose intended; and (c)

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

be free from defects in material and workmanship.

26. STATE EMPLOYEES: State employees (including WVNET employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.

27. 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 WVNET, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to WVNET's policies, procedures, and rules.

28. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the vendor must provide all necessary releases to obtain information to enable WVNET to verify that the vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

29. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order with WVNET or any agency of the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the institution 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 WVNET. Such an assignment shall be made and become effective at the time WVNET tenders the initial payment to vendor.

30. 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 RFB in its entirety; understands the requirements, terms and conditions, and other information contained herein.

The 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

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

WVNET. The individual signing this bid or offer on behalf of the 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; and that he or she is authorized to bind the vendor in a contractual relationship.

31. VENDOR RELATIONSHIP: The relationship of the vendor to WVNET 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 RFB and resulting contract. Neither the vendor, nor any employees or subcontractors of the vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless WVNET and shall provide the State and WVNET 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.

32. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and WVNET, 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.

33. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to WVNET affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state (see Exhibit L).

34. CONFLICT OF INTEREST: Vendor, its officers, 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. The 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 WVNET.

35. BACKGROUND CHECK: In accordance with W. Va. Code §15-2D-3, the State

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

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

36. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to WVNET 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 RFB or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

37. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the RFB published by WVNET, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

38. VOID CONTRACT CLAUSES – WVNET is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

EXHIBIT D: CERTIFICATION AND SIGNATURE

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

Name and Title (printed)

Address

Email Address

Phone Number

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 WVNET 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 that WVNET 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.

Vendor/Company Name

Authorized Signature

Date

Name and Title of Authorized Representative (Printed)

Email Address

Phone Number

West Virginia Network (WVNET)
Request For Bids 64000
Data Center Upgrade – Computer Room Air Conditioners

EXHIBIT E: ADDENDUM ACKNOWLEDGEMENT

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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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 WVNET personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Vendor/Company Name

Authorized Signature

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT G-BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligor, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____

(M)

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligor may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

(Name of Principal)

By _____ (S)
(Must be President, Vice President, or
Duly Authorized Agent)

Title

Surety Seal

(U)

(Name of Surety)

Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

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

EXHIBIT H-LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and

(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under

the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto

(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of

_____ Dollars (_____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

_____ which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off, satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20_____.

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. - a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

EXHIBIT I-PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20_____

Principal Corporate Seal

(Contractor Name) (Seal)

BY: _____ (Seal)

(Must be President, Vice President, Owner, Partner, Manager, Member,
or other duly Authorized Agent)

(Title)

Surety Corporate Seal

(Surety)

BY: _____ (Seal)

NOTE: Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 09-12-16

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit: _____
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal _____
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit: _____
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal _____
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit: _____
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal _____
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20 _____.

Attorney General
By: _____
(Deputy Attorney General)

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Seal must be affixed.**

EXHIBIT J-MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____
as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this * _____ day of _____ 20 _____ .

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

This _____ day of _____ 20_____.

By: _____
(Deputy Attorney General)

Attorney General

ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS
REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): WVNET

Vendor: _____

Contract Name or Identifier/Lease Number ("Contract"): _____

Commodity/Service: _____

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.
3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.
4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.
5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.
6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:
 - a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.
 - b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.
 - c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.
 - d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.
 - e. Any provision limiting the time within which the State may file a claim or initiate any legal action.
 - f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.
 - g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.
7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.
9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.
10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.
11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.
12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act (“W. Va. FOIA”) (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.
13. **DATA OWNERSHIP.** During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter “Data”). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:
 - a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.
 - b. Any provision that defines “Data” in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.
Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.
14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party’s end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from a wrongful representation/assertion that the EULA’s terms and conditions are in accord with, or subordinate to, this Addendum.
15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold Italics**, or underline to identify language being added and using bold ~~strikethrough~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: WVNET
By: _____
Printed Name: Steven L White
Title: Executive Director
Date: _____

Vendor: _____
By: _____
Printed Name: _____
Title: _____
Date: _____

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 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: _____

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 _____

EXHIBIT M: GUIDELINES FOR VENDORS FOR BID SUBMISSIONS VIA EMAIL

NOTE: This document is specific to the competitive solicitation processes, where bid submissions must arrive at the closing location on time.

1. Purpose of These Guidelines

WVNET may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

NOTE: Vendors who deliver submissions via email do so at their own risk; WVNET does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in WVNET's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by WVNET's email system:

- i. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. WVNET will consider the time that an email was received by WVNET's email system as the official time for any emailed submission.
- ii. WVNET's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 36 MB cannot be accepted.
- iii. WVNET's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.
- iv. WVNET's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to contain PII or data of a similar appearance of PII will not be delivered.

- v. WVNET's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.
- vi. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to WVNET's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, WVNET cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

3. Vendor Guidance for Emailed Submissions

1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.
2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should read: BID FOR RFB 64000 DUE FRIDAY SEPTEMBER 4, 2026, AT 1:00PM
4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.
7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)
8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from WVNET regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
 - i. If the collective size of the emailed attachments exceeds 36 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
 - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 36 MB).
 - iii. Resend the submission from a different email account.
 - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.