Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia **Purchase Order** Order Date: 10-15-2024	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 0803 0070 DOT2500000005 1	**Procurement Folder:**	1506662
Document Name:	Inertial Profiler System w/software/vehicle 7024E029	**Reason for Modification:**	
Document Description:	Inertial Profiler System w/software/vehicle		
Procurement Type:	Central Purchase Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	**Effective Start Date:**	
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	

VENDOR

Vendor Customer Code: 000000217054

INTERNATIONAL CYBERNETICS CORP
PO BOX 17246

CLEARWATER FL 33762
US

Vendor Contact Phone: 727-547-0696 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: Casey M Hamner
Requestor Phone: 304-471-0137
Requestor Email: casey.m.hamner@wv.gov

2025
FILE LOCATION ____________

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS	DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33	EQUIPMENT DIVISION
83 BRUSHY ROAD CROSSING, PO BOX 610	83 BRUSHY FORK RD CROSSING
BUCKHANNON WV 26201	BUCKHANNON WV 26201
US	US

CR 10-17-24

Total Order Amount: $186,000.00

Purchasing Division's File Copy

JA 10-16-24

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 10-16-24	DATE:	DATE: 10-22-24
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

10/22/2024

Extended Description:

The Vendor, International Cybernetics Co., agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), into a contract for the one-time purchase of Inertial Profiler System w/Software & Vehicle, per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 9/13/2024, Addendum_2 dated 9/17/2024, Addendum_3 dated 9/19/2024, Addendum_4 dated 09/20/2024 and the Vendor's bid dated 10/1/2024 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25100000	1.00000	EA	186000.000000	186000.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Smoothness Tester w/Host Vehicle

Extended Description:
High Speed Inertial Profiler System w/software/ and Host vehicle (Smoothness Tester) 7024E029

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ____________ ______________________. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ________________________________), 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 the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to __________________ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> ☐ **Alternate Renewal Term** – This contract may be renewed for __________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ________________________days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for ________________ years;

☐ the contract may be renewed for ________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______________________________), and continues until the project for which the vendor is providing oversight is complete.

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

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

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

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

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

☐ **Cyber Liability Insurance** in an amount of: ________________________ per occurrence.

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

☐ **Pollution Insurance** in an amount of: ________________ per occurrence.

☐ **Aircraft Liability** in an amount of: ________________ per occurrence.

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9. 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.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ ______________________ for ______________________.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division 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.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. 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 the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. 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.

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Chase Fleeman, Director of Operations, Products

(Address) 10630 75th Street Largo FL 33777

(Phone Number) / (Fax Number) 727-547-0696 x 102

(email address) cfleeman@icc-ims.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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 this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

International Cybernetics Company, LP

(Company) John Till Digitally signed by John Till DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com Date: 2024.10.14 16:20:15 -04'00'

(Signature of Authorized Representative)
John Till, CFO

(Printed Name and Title of Authorized Representative) (Date)
727-547-0696 x 103

(Phone Number) (Fax Number)
jtill@icc-ims.com

(Email Address)

REQUEST FOR QUOTATION
High-Speed Inertial Profiler System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways to establish a contract for the one-time purchase for all components of a high-speed inertial profiler system including all software associated with the system, for cross slope data collection, and the Host Vehicle.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Host Vehicle"** means automobile chosen to affix, transport, and power the operating equipment of the high-speed inertial profiler.

   2.2 **"Test Unit"** complete system that tests pavement that attaches to the Host Vehicle, and is in accordance to the AASHTO and ASTM Standards referenced in section 2.19 and 2.20.

   2.3 **"Contract Item or Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages. As more fully described by these specifications.

   2.4 **"Pricing Page"** means the schedule of prices, estimated order quantity, and totals contained in WVOASIS or attached as Exhibit A, and used to evaluate the Solicitation responses.

   2.5 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

   2.6 **"in."** refers to inches, the United States Customary System of measurement.

   2.7 **"mm"** refers to the metric unit of measurement millimeter.

   2.8 **"mi."** refers to miles, the United States Customary System of measurement.

   2.9 **"km"** refers to the metric unit of measurement kilometer.

   2.10 **"mph"** refers to miles per hour.

   2.11 **"Station"** is a horizontal measurement along the Construction Survey. One hundred

(100) feet is equivalent to one station and is show as 1+00.

2.12 **"in./mi."** refers to inches per mile and is used when measuring smoothness.

2.13 **"m/km"** refers to meters per kilometer and is used when measuring smoothness.

2.14 **".ppf"** refers to the Pavement Profile file type.

2.15 **".ERD"** refers to the Engineering Research Division file type.

2.16 **".CSV" refers to the comma sperated values file type.**

2.17 **".shapefile"** refers to a format for storing the location and attributes of geographic features.

2.18 **".KML"** refers to the Keyhole Markup Language file type and is used to display geographic data.

2.19 **"AASHTO"** refers to the American Associations of State Highway and Transportation Officials. AASHTO documents can be found at www.bookstore.transportation.org The most recent versions of the following AASHTO documents are referenced in this Request for Quotation:

AASHTO M 328 *Standard Specification for Inertial Profiler* AASHTO R 43 *Quantifying Roughness of Pavements* AASHTO R 48 *Determining Rut Depth in Pavements*

AASHTO R 56 *Standard Practice for Certification of Inertial Profiling Systems* AASHTO R 57 *Standard Practice for Operating Inertial Profiling Systems* AASHTO R 87 *Standard Practice for Determining Pavement Deformation Parameters and Cross Slope from Collected Transverse Profiles*

AASHTO R 88 *Standard Practice for Collecting the Transverse Pavement Profile.*

2.20"ASTM" refers to the American Society for Testing and Materials. ASTM documents be found at www.astm.org/Standard. The following ASTM documents are referenced in this Request for Quotation: ASTM E950/E950M *Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer-Established Profiling Reference*

2.21 **"IRI"** refers to the International Roughness Index and is measured in in./mi. or m/km.

2.22 **"Wheel path"** refers to two longitudinal traces with a sensor path between 65 and 71 in.

2.23 **"MRI"** refers to the Mean Roughness Index which is calculated by **"in./mi."** refers to inches per mile and is used when measuring smoothness.

2.24 **"GPS"** refers to the Global Positioning System.

2.25 **"ProVAL"** refers to the Federally Funded software that is used to view and analyze pavement profiles. ProVAL and can be downloaded from www.roadprofile.com/proval-software/.

2.26 **"IMU"** refers to an Inertial Measurement Unit.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Vendor shall provide Agency with the Contract Items listed below. Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Component General Requirements

3.1.1.1 Shall meet requirements outlined in all AASHTO and ASTM standards.

3.1.1.2 Shall be capable of measuring pavement with an IRI range of 5 to 300 in./mi. for a 0.1-mi. interval minimum.

3.1.1.3 Shall measure the longitudinal distance in feet, meter, kilometer, and miles in an incrementing and decrementing mode with selected starting point and relate to the longitudinal distance to any test point. The equipment shall also report in station format.

3.1.1.4 Shall be able to operate in ambient temperatures ranges of 35 to 110 degrees Fahrenheit minimum.

3.1.1.5 Shall collect data at the minimum range of speeds between 15 mph and 70 mph.

3.1.1.6 Shall have a manual triggering system and an automatic triggering system.

3.1.1.7 All data collected must be linked to its location by latitude and longitude, and linear milepost through the use of a distance encoder.

3.1.1.8 The system shall have the flexibility to adhere to updated AASHTO and ASTM standards.

3.1.1.9 All external components of the Test Unit shall be weather resistant.

3.1.2 Power Supply (Inverter)

3.1.2.1 The inertial profiler shall be powered using the Host Vehicle's motor.

3.1.2.2 The power supply or inverter shall have sufficient output to power all components of the High Speed Inertial Profiler.

3.1.2.3 The power supply shall have the ability to be plugged in to a standard 120 voltage 15-amp duplex grounded receptacle and allow all components to operate while the engine of the Host Vehicle is not running.

3.1.2.4 A battery backup power source that allows the inertial profiler system to run while not plugged in or while the engine of the Host Vehicle is not running is required

3.1.2.5 The battery backup shall be capable of running the system for at least two (2) hours before needing to turn on the Host Vehicle engine or plug in the system to an external power source.

3.1.2.6 The battery backup shall be installed in a permanently mounted, enclosed case located as to not interfere with operations or limit passengers.

3.1.3 Data Acquisition System, Computer and Control Module

3.1.3.1 Operator interface shall be a laptop computer that is semi-rugged.

3.1.3.2 The laptop computer shall include all software needed for real-time data collection.

3.1.3.3 The laptop computer shall be removable for storage or work done away from the Host Vehicle.

3.1.3.4 This laptop computer shall be a "stand-alone unit" with the main purpose of operating the equipment's software.

3.1.3.5 The laptop computer shall be of sufficient speed and capability to efficiently run all software, show data collection in real time, and allow room for future updates.

3.1.3.6 The laptop computer shall incorporate an internal solid state hard drive of at least 1 TB or large enough to store the operating system, all applications, utilities, and all data files (whichever is greater).

3.1.3.7 The laptop computer shall use Windows 11 operating system or newer.

3.1.3.8 The laptop computer shall include an electronic copy of the operating manual and software user manuals.

3.1.3.9 The laptop computer must have a permanent copy of the most recent version of Microsoft Office Suite (including Word, Excel, Outlook) Adobe Acrobat Pro, and ProVAL.

3.1.3.10 The laptop computer's display shall be a minimum of 14 in., color, and have an antiglare surface.

3.1.3.11 The laptop computer shall have the ability to connect to the DOH Wi-Fi networks

3.1.3.12 The laptop computer shall have 4 USB ports minimum, one of which must be USB-3.0, one of which must be USB-C and at least 1 HDMI port.

3.1.3.13 The data acquisition system and control module shall control all parts of the system.

3.1.4 Height Sensor

3.1.4.1 The height sensor shall be able to pass equipment certification based on AASHTO R 56 and ASTM E950.

3.1.4.2 System shall consist of two (2) line lasers that utilize the bridging algorithm with minimum lengths of 100 mm mounted in the wheel paths.

3.1.4.3 The height sensors shall utilize the latest model of Gocator lasers or approved equal or better value.

3.1.4.4 Height sensors, cabling, and hardware should be mounted securely to the Host Vehicle

3.1.4.5 The height sensors shall collect rut depth data in accordance with AASHTO R 48.

3.1.4.6 The height sensors shall be aligned to collect 5-point rutting data.

3.1.5 Vertical Acceleration Sensor

3.1.5.1 The vertical acceleration sensor shall be mounted rigidly to the height sensors with its sensitive axis perpendicular to the pavement surface.

3.1.5.2 The frequency response, range, signal-to-noise ratio, and precision of the vertical acceleration sensor must be commensurate with those required of the final profile.

3.1.6 Distance Encoder

3.1.6.1 A wheel-based distance encoder is required.

3.1.6.2 The distance encoder shall be able to pass equipment certification based on AASHTO R 56 and ASTM E950M.

3.1.6.3 The measured distance using the distance encoder shall be accurate to 0.15 percent of its actual measured length at the maximum specified speed for the equipment, minimum.

3.1.6.4 The distance encoder data shall be integrated into the software with all other components.

3.1.6.5 All materials needed to mount wheel encoder to the lug nuts of the driver side rear tire shall be included.

3.1.7 Global Positioning System

3.1.7.1 The Global Positions System shall consist of a GPS receiver with a minimum longitude and latitude accuracy of less than 1 meter.

3.1.7.2 All hardware and cabling needed to securely mount and connect the GPS receiver and antenna shall be included and installed prior to delivery.

3.1.8 Target Sensor and Automatic Triggering

3.1.8.1 The target sensor and automatic triggering shall be able to detect a reference mark to start (i.e.: reflective tape, and via GPS location), stop, and event mark the data.

3.1.8.2 The target sensor shall be mounted on a swivel.

3.1.8.3 The target sensor and automatic triggering shall be capable of repeatability within 6 in. over the range of the operating speeds.

3.1.9 Cross Slope Data Collection

3.1.9.1 The system shall be able to collect Cross slope data with sufficient quality to analyze collected data according to the most recent edition of AASHTO R 87 and AASHTO R 88.

3.1.10 System Operating System

3.1.10.1 The system's operating software shall incorporate the latest available version of the vendor's software with the ability to upgrade to future versions.

3.1.10.2 All software needed to collect, analyze, and export the data shall be installed on the data acquisition system and/or laptop.

3.1.10.3 The operating software shall give the operator the ability to monitor various functions of the system in real time. These functions include, but are not limited to: speed, distance, height sensor data, global positioning.

3.1.10.4 The operating software shall allow for flexibility in file naming, but not allow data file overwrites.

3.1.10.5 The operating software shall allow for the user inputs including but not limited to "county", "route", "lane", "direction", and "begin milepost".

3.1.10.6 The operating software shall provide a means for verification and calibration of all components of the inertial profiler system used for roadway measurement.

3.1.10.7 The software shall have the ability to "flag" the data when the Host Vehicle is operated below an operator specified speed while collecting data.

3.1.11 Viewing And Analysis Software

3.1.11.1 The analysis software shall export all height sensor and GPS data to the most recent version of ProVAL using both a .ppf and .erd type file, as well as export all raw data to .csv, .shapefile, and .kml file type.

3.1.11.2 The vendor shall include four licenses of the manufacturer's analysis and viewing software; one on the laptop computer in the host vehicle and three for other computers.

3.1.11.3 The viewing and analysis software shall be able to calculate and report the IRI in in./mi., rutting (3 and 5 point) and rolling straightedge simulation.

3.1.11.4 The viewing and analysis software shall be capable of analyzing rutting and cross slope data in accordance with the most recent edition of AASHTO R 87 and AASHTO R 88.

3.1.11.5 The vendor shall provide any new, revised, upgraded, or modified software as may be necessary to permit the High Speed Inertial Profiler system to remain current with latest software for a minimum of 10 years.

3.1.12 Tools and Materials for Calibration

3.1.12.1 All tools and materials needed for storage and calibration shall be included. All tools needed to remove all components that are not permanently mounted to the Host Vehicle shall be included.

3.1.12.2 All materials and tools needed to do the block check, bounce test, laser calibration, and any other checks must be included in a ruggedized case.

3.1.12.3 Ruggedized storage containers shall be included for all parts of the profiler that are not permanently mounted to the Host Vehicle. This includes, but not limited to: height transducers, distance transducers, digital imaging equipment.

3.1.13 Host Vehicle General Requirements

3.1.13.1 The Host Vehicle shall be from an American auto manufacturer, shall be a 2024 or newer model truck, and shall include the manufacturer's new Host Vehicle warranty and all associated user/operator manuals.

3.1.13.2 The Host Vehicle shall be a gasoline powered, V-8 engine, half-ton truck, 4-door cab style with running boards, have at least a 5.5-foot bed, and at least a 30-gallon fuel tank.

3.1.13.3 The Host Vehicle shall be four-wheel drive and have an automatic transmission.

3.1.13.4 The Host Vehicle shall have factory installed cruise control, air conditioning, power steering, tilt steering wheel, audio system, smartphone connectivity (Apple CarPlay/ Android Auto), GPS navigation, carpet, electrically adjustable leather seats with arm rests/center console, all-weather floor liners for front and rear of Host Vehicle, and aluminum alloy wheels.

3.1.13.5 The Host Vehicle shall have a factory installed rearview camera while in reverse.

3.1.13.6 The Host Vehicle shall have four sets of keys, including four keyless entry remotes and four keys for each entry point of the Host Vehicle, including the truck, bed cover and test unit.

3.1.13.7 The Host Vehicle shall be painted white with urethane clear

3.1.13.8 The Host Vehicle side and rear windows, as well as the top 5 inches of windshield shall be tinted with 35% tint.

3.1.13.9 The Host Vehicle shall have a low-profile, lockable bed cover, painted to match the Host Vehicle.

3.1.13.10 The Host Vehicle shall have a mounted, full size light bar as well as strobe style emergency headlights and taillights, with power switches accessible to the driver.

3.1.13.11 The Host Vehicle shall have a fire extinguisher and first aid kit mounted in the cab.

3.1.13.12 The Host Vehicle shall have a backup battery supply with ample output to power all components and support systems of the Test Unit.

3.1.13.13 All connections between the Host Vehicle and Test Unit shall be industrial grade, non-corrosive and quick disconnect to allow for complete separation of the Host Vehicle from the Test Unit.

3.1.13.14 The Host Vehicle shall have an operator console and remote hand pendant to start and control testing, both shall be accessible to the driver.

3.1.14 Installation of All Components onto Host Vehicle

3.1.14.1 All materials and parts needed to install all components of the inertial profiler shall be provided by the vendor.

3.1.14.2 All height sensors, vertical acceleration sensors, and distance measurement encoder shall be mounted securely to the Host Vehicle.

3.1.14.3 The laptop computer shall attach securely to a dock and the dock shall be mounted to the Host Vehicle within reach of the driver, without obstructing the driver's ability to operate the Host Vehicle, view the roadway, or view both side mirrors.

3.1.14.4 The laptop computer, data acquisition system, control module, input devices, and system components shall be configured and mounted so that all data collection functions can be safely performed by the operator while the Host Vehicle is traveling.

3.1.14.5 The data acquisition system and control module shall be permanently mounted to the interior of the Host Vehicle in a location that does not interfere with operations or limit passengers.

3.1.14.6 After installation of all equipment the system must conform to all Federal Highway Safety Requirements.

3.1.15 Technical Support

3.1.15.1 The Test Unit shall have a 5 year warranty on all parts/installation for hardware and software at the cost to the manufacturer.

3.1.15.2 A list will be provided that will outline what actions will void the manufacturer's warranty and what repairs can be performed by the West Virginia Division of Highways.

3.1.15.3 Any manufacturer software updates shall have the option to be installed remotely.

3.1.15.4 Training for software will be provided to West Virginia Division of Highways employees if required for operation

3.1.15.5 Vendor shall be available for phone, video conference, and remote access for technical support Monday through Friday from the hours of 8:00 am to 5:00 pm Eastern Standard time for 10 years after delivery.

3.1.16 System Inspection

3.1.16.1 The equipment installed on the Host Vehicle shall be inspected by a representative from the manufacturer annually for a minimum of 5 years following the delivery and installation of the equipment.

3.1.16.2 The inspections shall be completed at the Pavement Testing Garage and Storage Area at:

Materials Control Soils & Testing
190 Dry Branch Drive
Charleston WV 25306

3.1.16.3 All travel costs associated with system inspection shall be covered by the vendor.

3.1.16.4 Inspection shall include installing all applicable updates, visually inspecting all components of the system, and running diagnostic checks on the entire system.

3.1.16.5 A formal report of all findings shall be submitted to the Materials Division within 30 calendar days.

3.1.17 Operator and Analysis Software Training

3.1.17.1 Operator training shall be administered after the installation of all components onto Host Vehicle and shall be adequate to anticipate safe, productive, and efficient operations of the system by WVDOH personnel.

3.1.17.2 Operator training must be designed for up to 10 people and occur over a length of time commensurate with the amount of material to be covered, but no less than two days.

3.1.17.3 Operator training materials must include operating instructions, troubleshooting advice, care and maintenance of equipment, calibration procedures, and typical operation errors and remedies.

3.1.17.4 Analysis software training shall include an overview of manufacturer's viewing and analysis software as well as examples of how to analyze the data using the manufacturers software

3.1.17.5 Ten (10) Department of Transportation employees shall be instructed on the software at:

Materials Controls Soils and Testing
190 Dry Branch Drive
Charleston, WV 25306

4. CONTRACT AWARD:

4.1.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.1.2 Pricing Page: Vendor should complete the Pricing Page by providing a total cost for all the sections of the contract as well as giving brief description of what equipment/procedures will be used. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.1.3 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Dusty.J.Smith@WV.GOV

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 90 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at
WVDOT Equipment Division
83 Brushy Fork Crossing
Buckhannon, WV 26201

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000018

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

{X}	*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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

International Cybernetics Company, LP
Company

John Till
Digitally signed by John Till
DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com
Date: 2024.10.14 16:19:25 -04'00'
Authorized Signature

10/14/2024
Date

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International Cybernetics Company, LP

Company

John Till Digitally signed by John Till DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com Date: 2024.10.14 16:18:34 -04'00'

Authorized Signature

10/14/24

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[ ]	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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

International Cybernetics Company, LP

Company

John Till Digitally signed by John Till DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com Date: 2024.10.14 16:19:49 -04'00'

Authorized Signature

10/14/24

Date

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