



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 04-18-2024

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:	CMA 0926 0926 PSC2400000002 1	Procurement Folder:	1397606
Document Name:	Open End Contract for Vehicle Equipment	Reason for Modification:	
Document Description:	Vehicle Equipment for PSC		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-04-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000200477			Requestor Name:	Lindsey Randolph
MALLIMAR INC				Requestor Phone:	(304) 340-0435
PO BOX 1272				Requestor Email:	lrandolph@psc.state.wv.us
BECKLEY	WV	258021272			
US					
Vendor Contact Phone:	3043203141	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0	<div style="font-size: 2em; font-weight: bold;">24</div> FILE LOCATION _____	
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
ADMINISTRATION PUBLIC SERVICE COMMISSION 201 BROOKS ST CHARLESTON WV 25301 US	RECEIVING/TRANSPORTATION BUILDING PUBLIC SERVICE COMMISSION 1116 QUARRIER ST CHARLESTON WV 25301 US

4-19-24 6L

Total Order Amount:	Open End
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Purchasing Division's File Copy

4/19/24

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tanya 4/19/2024*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray 4/24/2024*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *Dan 4-24-24*
 ELECTRONIC SIGNATURE ON FILE

4/24/2024

Extended Description:

The Vendor, Mallimar, Inc., agrees to enter with the West Virginia Public Service Commission into an open- end contract to provide vehicle equipment, per the specifications, terms and conditions, bid requirements, and the Vendor's submitted and accepted bid dated 04/09/2024 incorporated herein by reference and made apart hereof.

Effective Date: 5/01/2024 - 4/30/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	25174800			LS	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Vehicle equipment

Extended Description:

See attached pricing page.

Note: Per Section 3.1.4 of the specifications; the only quoted item that is different than the request is the WeBoost cell booster. Wilson/Weboost does not offer the 470510 anymore. They have replaced it with the 475021 (same booster with a different part number)

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 one year. 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 three (3) 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 a 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.

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: _____ 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.

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) Stephen Crigger - Sales
(Address) 1107 S. Kanawha St Beckley, WV 25801
(Phone Number)/(Fax Number) 304-253-3351 - 304-255-6144
(email address) stephen@mallmar.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WYOASIS, 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.

Mallmar, Inc
(Company)
Kimberly B Fairchild
(Signature of Authorized Representative)
Kimberly B Fairchild President/owner
(Printed Name and Title of Authorized Representative) (Date)
304 253-3351 304-255-6144
(Phone Number) (Fax Number)
kim@mallmar.com
(Email Address)

REQUEST FOR QUOTATION
Vehicle Equipment for PSC
CRFQ PSC24*06

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Service Commission (Agency) to establish an open-end contract for vehicle equipment. This equipment will be used in the Agency's enforcement officer and safety inspector vehicles. The Agency will be responsible for installing the equipment.
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 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"AUX"** means auxiliary port or cable used for electronics.
 - 2.5 **"K and Ka band"** means a radio frequency. Both are part of the K band of the microwave band of the electromagnetic spectrum used in communications satellites. Some frequencies in this radio band are used for vehicle speed detection by law enforcement.
 - 2.6 **"LIDAR"** means light detection and ranging used in traffic enforcement laser speed devices. See 3.1.19.
 - 2.7 **"MPH"** means miles per hour, vehicle speeds.
 - 2.8 **"OEM"** means Original Equipment Manufacturer. Meaning the parts are made directly by the vehicle manufacturer.
 - 2.9 **"SUV"** means sport utility vehicle.
 - 2.10 **"Traffic Safety Radar"** means the speed detection radar as more fully defined in Section 3.1.18. May also be referred to as "radar" in the specifications.
 - 2.11 **"Traffic Safety Laser"** means the handheld speed detection laser as more fully defined in Section 3.1.19. May also be referred to as "laser" in the specifications.

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3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Rear Cargo Barrier, Jotto item 475-0067, or equal

3.1.1.1 Rear cargo barrier must fit 2020 Ford Explorer Police Interceptor SUV, or newer models.

3.1.1.2 Shall have stationary, vinyl-coated, expanded metal or equal material window screen.

3.1.1.3 Shall be flat back and constructed of a minimum 14 gauge steel protector panel.

3.1.1.4 Shall be mountable behind the rear seat.

3.1.1.5 Shall include all mounting hardware.

3.1.1.6 Shall provide the minimum manufacturer warranty.

3.1.2 Cargo Barrier (CB4) – Dodge Durango 2019+, Jotto item 475-0822, or equal

3.1.2.1 Cargo barrier must fit 2019 Dodge Durango, or newer models.

3.1.2.2 Shall have stationary, vinyl-coated, expanded metal or equal material window screen.

3.1.2.3 Shall be flat back and constructed of a minimum 14 gauge steel protector panel.

3.1.2.4 Shall be mountable behind the rear seat.

3.1.2.5 Shall include all mounting hardware.

3.1.2.6 Shall provide the minimum manufacturer warranty.

3.1.3 Laptop Mount, Jotto item 425-CSMWV, or equal

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- 3.1.3.1 Shall fit 2020 Ford Explorer Police Interceptor SUV and 2020 Dodge Durango SUV, or newer models.
- 3.1.3.2 Shall have a no drill mounting base.
- 3.1.3.3 Shall allow for height adjustment and movement both vertically and horizontally.
- 3.1.3.4 Shall have a laptop tray that accommodates a minimum 16” wide laptop and 17” screen.
- 3.1.3.5 Shall include all hardware.
- 3.1.3.6 Shall be made of a durable material such as steel or aluminum.
- 3.1.3.7 Shall be black.
- 3.1.3.8 Shall provide the minimum manufacturer warranty,

3.1.4 Cellular Phone Booster, weBoost Drive 4G kit item 470510, or equal

- 3.1.4.1 Shall have minimum 4G coverage.
- 3.1.4.2 Shall work with all major US cellular providers.
- 3.1.4.3 Shall have no additional monthly fees or licensing fees to operate.
- 3.1.4.4 Shall include cell phone amplifier and repeater.
- 3.1.4.5 Shall include maximum 4” magnetic mount outdoor antenna.
- 3.1.4.6 Shall include inside vehicle antenna; prefer low profile.
- 3.1.4.7 Shall include power supply.
- 3.1.4.8 Shall include instruction manual.
- 3.1.4.9 Shall provide a minimum 2 year manufacturer warranty.

3.1.5 Dual Band Phantom Cellular Antenna, Laird Connectivity item TRAB821/18503, or equal

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- 3.1.5.1 Shall be black.
- 3.1.5.2 Shall be low visibility, low profile.
- 3.1.5.3 Maximum height shall be no more than 2.50” (inches).
- 3.1.5.4 Shall be a NMO (New Motorola) mounting type.
- 3.1.5.5 Maximum power shall be 100W.
- 3.1.5.6 Band frequency shall be 821-896 MHz, 1850-1190 MHz.
- 3.1.6 **¾” Mobile Antenna Mount, Wilson Pro item 901150, or equal**
 - 3.1.6.1 Mobile antenna frequency shall be 0-1990 MHz.
 - 3.1.6.2 Shall be rooftop mountable.
 - 3.1.6.3 NMO mount shall be permanent brass mount for a ¾ inch hole.
 - 3.1.6.4 COAX cable type shall be RG-58/U.
 - 3.1.6.5 RF connector shall be SMA Male.
 - 3.1.6.6 Cable length shall be a minimum of 14 feet.
- 3.1.7 **Console, Ford PI Utility 2020+ Police Equipment, Jotto item 425-6505, or equal**
 - 3.1.7.1 Shall fit 2020 Ford Explorer Police Interceptor SUV, or new models.
 - 3.1.7.2 Size should not exceed – 10.78” height, 13.23” width, and 33.61” length.
 - 3.1.7.3 Shall include relocation faceplate for OEM USB/12V inputs, and switch knockouts.
 - 3.1.7.4 Shall be black.
 - 3.1.7.5 Kit shall include cup holder, padded arm rest, console box.

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3.1.7.6 Shall provide the minimum manufacturer warranty.

3.1.8 12V Lighter Replacement, Jotto item 425-2273, or equal

3.1.8.1 Shall include 12v receptacle and wire connectors.

3.1.8.2 Shall not exceed maximum voltage of 12v.

3.1.8.3 Shall not exceed maximum current 10A.

3.1.9 12V Power Outlets in 2" Faceplate with Plastic Covers, Jotto item 425-6651, or equal

3.1.9.1 Shall have the 12V electrical outlets with plastic covers.

3.1.9.2 Shall be steel.

3.1.9.3 Shall be black.

3.1.10 12V Power Outlets in 3" Faceplate with Plastic Covers, Jotto item 425-6652, or equal

3.1.10.1 Shall have three 12V electrical outlets with plastic covers.

3.1.10.2 Shall be steel.

3.1.10.3 Shall be black.

3.1.11 Mic Clip Faceplate Mount, Jotto item 425-6035, or equal

3.1.11.1 Hardware shall be compatible with standard 14 gauge sheet metal.

3.1.11.2 Shall include minimum of one Mic Clip.

3.1.11.3 Shall include all mounting hardware (bolts, nuts, sheet metal screws).

3.1.12 4" Blank Faceplate, Jotto item 425-6359, or equal

3.1.12.1 Shall be steel.

3.1.12.2 Shall be black.

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3.1.12.3 Items purpose shall be to fill in space in console box not occupied by equipment.

3.1.13 3" Blank Faceplate, Jotto item 425-6053, or equal

3.1.13.1 Shall be steel.

3.1.13.2 Shall be black.

3.1.13.3 Items purpose shall be to fill in space in console box not occupied by equipment.

3.1.14 2" Blank Faceplate, Jotto item 425-6051, or equal

3.1.14.1 Shall be steel.

3.1.14.2 Shall be black.

3.1.14.3 Items purpose shall be to fill in space in console box not occupied by equipment.

3.1.15 1" Blank Faceplate, Jotto item 425-6049, or equal

3.1.15.1 Shall be steel.

3.1.15.2 Shall be black.

3.1.15.3 Items purpose shall be to fill in space in console box not occupied by equipment.

3.1.16 1/2" Blank Faceplate, Jotto item 425-6048, or equal

3.1.16.1 Shall be steel.

3.1.16.2 Shall be black.

3.1.16.3 Items purpose shall be to fill in space in console box not occupied by equipment.

3.1.17 Motorola APX 1500/APX4500/6500 (Dash Mount) 3" Faceplate, Jotto item 425-6141, or equal

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3.1.17.1 Shall be full size faceplate.

3.1.17.2 Must be compatible with Motorola APX1500/APX4500/6500 radio.

3.1.17.3 Shall be steel.

3.1.17.4 Shall be black.

3.1.18 Uniden Pro 510 XL Scanner 3" Faceplate, Jotto item 425-6126, or equal

3.1.18.1 Shall fit BearCat (Uniden) Scanner Pro 510 XL.

3.1.18.2 Shall be steel.

3.1.18.3 Shall be black.

3.1.19 4.5" Faceplate - Star Signal Siren Model LCS-800 Control Head Faceplate , Jotto item 425-6169, or equal

3.1.19.1 Shall be tray style assembly.

3.1.19.2 Shall be black.

3.1.19.3 Shall be steel.

3.1.19.4 Shall fit Signal Vehicle LCS800 with Flange

3.1.20 4" Faceplate, Whelen Cencom, MPC-03, 295SSDA/SSA, Jotto item 425-6101, or equal

3.1.20.1 Shall fit Whelen CenCom, MPC-03, 295SSDA/SSA.

3.1.20.2 Shall be steel.

3.1.20.3 Shall be black.

3.1.21 4" Faceplate Mount, Dual Cup Holder, Jotto item 425-3704, or equal

3.1.21.1 Shall mount to faceplate rails of equipment console.

3.1.21.2 Shall be 2.75" height, 4.0" width, 8.5" depth.

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3.1.21.3 Shall be black.

3.1.22 4" Faceplate – Federal Signal & Signal Vehicle Products, Jotto item 425-6332, or equal

3.1.22.1 Shall be steel.

3.1.22.2 Shall be black.

3.1.22.3 Shall fit Federal Signal Smart Siren SS2000, Signal Vehicle Products LCS 850.

3.1.23 4" Faceplate – Tait TM9400 Dash Mount Radio, Jotto item 425-6481, or equal

3.1.23.1 Shall be steel.

3.1.23.2 Shall be black.

3.1.23.3 Shall fit Tait TM9400 Dash Mount.

3.1.24 3" Faceplate - Motorola MCS 2000 Model 2/3 Dash Mount, Jotto item 425-6063, or equal

3.1.24.1 Shall be steel.

3.1.24.2 Shall be black.

3.1.24.3 Shall fit MCS2000/Model 2/3 Dash Mount.

3.1.25 3" Faceplate Lift Bracket, Jotto item 425-1719, or equal

3.1.25.1 Shall be steel.

3.1.25.2 Shall be black.

3.1.26 3" Faceplate – Motorola APX E5 (Remote Head), Jotto item 425-6688, or equal

3.1.26.1 Shall be steel.

3.1.26.2 Shall be black.

3.1.26.3 Shall fit Motorola APX E5 (Remote Head)

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3.1.27 Base Only Console Side Mount, Jotto item 425-2827, or equal

3.1.27.1 Shall be compatible with Jotto 425-5542, console computer side mount.

3.1.27.2 Shall be steel.

3.1.27.3 Shall be black

3.1.28 Articulating Swing Arm, Jotto item 425-1188, or equal

3.1.28.1 Shall have a 10" or 14" Telescoping Rod.

3.1.28.2 Shall be black.

3.1.29 Armrest – Upper Structure, Jotto item 425-6260, or equal

3.1.29.1 Shall be 7.75" x 8" x 8".

3.1.29.2 Shall be black.

3.1.30 Hinged Printek Brother Armrest, Jotto item 425-0017, or equal

3.1.30.1 Shall be black.

3.1.30.2 Shall fit Brother PocketJet 6/7 Printer and Paper Roll

3.1.30.3 Shall have adjustable armrest.

3.1.31 Rear Hinged Armrest, Max Depth Console for PI Utility 16+, Jotto item 425-1848, or equal

3.1.31.1 Shall be black.

3.1.31.2 Shall be compatible with Ford PI Utility Max Depth Console (Jotto item 425-6479).

3.1.32 Side Mount Arm Rest, Jotto item 425-1849, or equal

3.1.32.1 Shall be black.

3.1.32.2 Shall mount to side of console.

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3.1.33 Adjustable-Mobile Operations Desktop (A-MOD) XL Desktop with GK Plate (short clamps), Jotto item 450-4144, or equal

- 3.1.33.1 Shall have lock to secure laptop.
- 3.1.33.2 Laptop tray shall rotate 360 degrees.
- 3.1.33.3 Clamp height shall be 0.5” to 1.10”
- 3.1.33.4 Shall be 13.5” to 16” wide, 9.25” to 11” depth (with extensions).

3.1.34 Stalker Radar DSR Model 806-0022-00, or equal, speed detection radar

- 3.1.34.1 Radar shall use direction sensing technology.
- 3.1.34.2 Radar shall come with front and rear window mounting hardware to be used in law enforcement vehicles.
- 3.1.34.3 Radar shall operate in stationary and moving modes.
- 3.1.34.4 Radar shall have the capability to determine vehicle speed with an accuracy of +1, -2 mph in the stationary mode and +2 mph in the moving mode.
- 3.1.34.5 Radar shall have stopwatch type mode to display selected average target speed.
- 3.1.34.6 Radar shall have a target lock option in order to monitor a specific vehicle's continuous speed.
- 3.1.34.7 Radar shall have directional option to target approaching, receding or all vehicles.
- 3.1.34.8 Radar shall have capability for user to set the desired mode of operation: such as Moving, Stationary, Stopwatch, or Target.
- 3.1.34.9 Radar shall have operational push buttons.
- 3.1.34.10 Radar shall have fastest and slowest vehicle detection feature.
- 3.1.34.11 Radar must use K- band radio frequency with a minimum operating radio frequency of 24.150 MHz + .1 MHz; and Ka band radio frequency with a minimum operating radio frequency

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of 33.4-36.0 MHz +1 MHz. Radar shall have automatic frequency sensing.

- 3.1.34.12 Radar unit shall have dual antennas.
- 3.1.34.13 Radar antennas shall have a beam width of a minimum of 12° (degrees).
- 3.1.34.14 Radar antennas shall be weather resistant.
- 3.1.34.15 Each radar unit shall come with wired or wireless remote, two mounting brackets (front and back windows) for law enforcement vehicles, dual antennas, two tuning forks, all power cords and cables needed to power the devices, and one operator's manual.
- 3.1.34.16 Vendor shall provide a minimum one year warranty on all radar and antenna components/equipment.
- 3.1.34.17 Radars shall meet National Highway Traffic Safety Administration (NHTSA) regulations for speed detection devices.
(<https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/812266-downroadradarmodule.pdf>)

3.1.35 Stalker Radar Lidar XLR Model 808-5025-00, or equal, speed detection laser device (handheld)

- 3.1.35.1 Shall weigh no more than four (4) pounds.
- 3.1.35.2 Shall have a rechargeable battery pack and charger and USB charging cables.
- 3.1.35.3 Each laser shall have a carrying case or bag.
- 3.1.35.4 Shall detect speeds up to a minimum range of 200 mph, with accuracy of +1 mph.
- 3.1.35.5 Laser detection/acquisition target time shall be 0.4 seconds or less.
- 3.1.35.6 Shall have poor weather and obstruction mode.

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- 3.1.35.7 Laser shall have feature for user to set minimum and maximum target ranges.
- 3.1.35.8 Laser shall have stopwatch type mode for user to set average speed and distance.
- 3.1.35.9 Shall be water resistant.
- 3.1.35.10 Laser shall have a pistol type handle with a grip cover/sleeve. Grip cover/sleeve should be a rubber material.
- 3.1.35.11 Vendor shall provide a minimum one year warranty on all laser components/equipment.
- 3.1.35.12 Lasers shall meet National Highway Traffic Safety Administration (NHTSA) regulations for speed detection devices.
<https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/documents/809811-lidarspeedmeasuringdevice.pdf>

3.1.36 Installation Instructions

- 3.1.36.1 Installation instructions or guides shall be provided with each item.

3.1.37 Warranty

- 3.1.37.1 Standard manufacturer warranty information shall be provided with each item.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing the unit price, providing the extended cost (unit price multiplied by quantity listed), and providing the total bid (adding all extended costs together). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
 - 4.2.1 Vendor must include the Exhibit A Pricing Page with their bid.

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- 4.2.2** Vendor shall provide the brand name and item number for any equal brand.
- 4.2.3** Vendor shall provide a specification sheet for any equal brand item. Vendor should supply information with the bid to expedite bid review, however, this information will be required prior to a contract award.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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: Larry.D.McDonnell@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.1.1 Vendor must provide an itemized packing slip with each shipment.**
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 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.

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- 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.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	


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Contract Item	Description	Equal Brand and Item Number	Estimated Quantity	Unit Price
3.1.1	Rear Cargo Barrier, Jotto Item 475-0067, or equal			854.90
3.1.2	Cargo Barrier (CBA) - Dodge Durango 2019+, Jotto Item 475-0822, or equal			854.90
3.1.3	Laptop Mount, Jotto Item 425-CSMWV, or equal			733.70
3.1.4	Cellular Phone Booster, weBoost Drive 4G kit item 470510, or equal			475.52
3.1.5	Dual Band Phantom Cellular Antenna, Laird Connectivity Item TRAB821/18503 or equal			70.00
3.1.6	3/4" Mobile Antenna Mount, Wilson Pro Item 901150 or equal			25.97
3.1.7	Console, Ford F1 Utility 2020+ Police Equipment, Jotto Item 425-6505, or equal			528.05
3.1.8	12V Lighter Replacement, Jotto Item 425-2273, or equal			19.00
3.1.9	12V Power Outlets in 2" Faceplate with Plastic Covers, Jotto Item 425-6651, or equal			56.98
3.1.10	12V Power Outlets in 3" Faceplate with Plastic Covers, Jotto Item 425-6652, or equal			56.98
3.1.11	Mic Clip Faceplate Mount, Jotto Item 425-6035, or equal			21.35
3.1.12	4" Blank Faceplate, Jotto Item 425-6359, or equal			15.64
3.1.13	3" Blank Faceplate, Jotto Item 425-6053, or equal			15.64
3.1.14	2" Blank Faceplate, Jotto Item 425-6051, or equal			15.64
3.1.15	1" Blank Faceplate, Jotto Item 425-6049, or equal			15.64
3.1.16	1/2" Blank Faceplate, Jotto Item 425-6048, or equal			15.64

3.1.17	Motorola APX 1500/APX4500/6500 (Dash Mount) 3" Faceplate, Jotto Item 425-6141, or equal		41.33
3.1.18	Uniden Pro 510 XL Scanner 3" Faceplate, Jotto item 425-6126, or equal		41.33
3.1.19	4.5" Faceplate - Star Signal Siren Model LCS-800 Control Head Faceplate, Jotto Item 425-6169, or equal		41.33
3.1.20	4" Faceplate, Whelen Cencom, MPC-03, 295SDA/SSA, Jotto Item 425-6101, or equal		41.33
3.1.21	4" Faceplate Mount, Dual Cup Holder, Jotto Item 425-3704, or equal		83.33
3.1.22	4" Faceplate - Federal Signal & Signal Vehicle Products, Jotto item 425-6332, or equal		41.33
3.1.23	4" Faceplate - Tait TM9100 Dash Mount Radio, Jotto Item 425-6481, or equal		41.33
3.1.24	3" Faceplate - Motorola MCS 2000 Model 2/3 Dash Mount, Jotto Item 425-6063, or equal		41.33
3.1.25	3" Faceplate Lift Bracket, Jotto Item 425-1719, or equal		78.85
3.1.26	3" Faceplate - Motorola APX ES (Remote Head), Jotto Item 425-6688, or equal		41.33
3.1.27	Base Only Console Side Mount, Jotto Item 425-2827, or equal		187.50
3.1.28	Articulating Swing Arm, Jotto Item 425-1188, or equal		167.50
3.1.29	Armrest - Upper Structure, Jotto Item 425-6260, or equal		95.93
3.1.30	Hinged Printek Brother Armrest, Jotto Item 425-0017, or equal		461.88
3.1.31	Rear Hinged Armrest, Max Depth Console for PI Utility 16", Jotto Item 425-1848, or equal		167.51
3.1.32	Side Mount Arm Rest, Jotto Item 425-1849, or equal		123.41
3.1.33	Adjustable-Mobile Operations Desktop (A-MOD) XL Desktop with QR Plate (short clamps), Jotto Item		417.83

	SSD-4144, or equal		
3.1.34	Stalker Radar DSR Model 806-0022-00 or equal radar		3,882.73
3.1.35	Stalker Radar Lidar XLR Model 808-5025 or equal laser		3,038.66
		Total	

Bidder/vendor information:

Name:	MALLMAR INC
Address:	1107 S. KANAWHA ST BECKLEY, WV 25801
Phone No.:	304-253-9351
Fax No.:	304-253-6144
Email Address:	Stephen@mallmar.com ; Kim@mallmar.com
Authorized Signature:	

** ESTIMATED QUANTITIES ARE FOR BIDDING PURPOSES ONLY.
 ** Pricing sheet must be completed and returned with the bid.