



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: 04-13-2022

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 0081 DOT2200000048 1	Procurement Folder:	1006767
Document Name:	CORS GNSS Receivers and Components (81220064)	Reason for Modification:	
Document Description:	CORS GNSS Receivers and Components (81220064)		
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	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000213488 DUNCAN PARNELL INC 305 ASHCAKE ROAD SUITE K ASHLAND VA 23005 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Lisa L DiNallo Requestor Phone: 304-352-0540 Requestor Email: lisa.l.dinallo@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US	STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US

4-21-22 Box

Total Order Amount:	\$454,434.00
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Purchasing Division's File Copy

ENTERED

JE 4/13/22

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya H 4/21/2022</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray 4/27/2022</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>4/27/2022</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor, Duncan-Parnell Inc., 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 CORS GNSS Receivers and Components, per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 03/30/2022 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	52161526	24.00000	EA	15127.750000	363066.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble Alloy GNSS Receiver 109100-00 or Equal

Extended Description:

Trimble Alloy GNSS Receiver 109100-00 or Equal

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43221712	24.00000	EA	3807.000000	91368.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimble Zephyr 3 Geodetic Antenna Kit 158295-00 or Equal

Extended Description:

Trimble Zephyr 3 Geodetic Antenna Kit 158295-00 or Equal

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: This Contract becomes effective on the effective start date listed on the first page of this Contract and the initial 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **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.

☐ **Other:** See attached _____

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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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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☐
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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 and must include the State as an additional insured on each policy 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.
- ☒ **State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:**

- ☒ **State of WV**
1900 Kanawha Blvd. E. Bldg. 5
Charleston, WV 25305

☐
☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 hearth, 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this 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.

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.

York D. Grow MGIS Solutions Manager
 (Name, Title)
 York D. Grow, MGIS Solutions Manager
 (Printed Name and Title)
 305K Ashcake Rd, Ashland, Va 23005
 (Address)
 804-368-7525 / 804-496-6320
 (Phone Number) / (Fax Number)
 york.grow@duncan-parnell.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 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 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.

Duncan-Parnell, Inc.
 (Company)
York D. Grow MGIS Solution Manager
 (Authorized Signature) (Representative Name, Title)

York D. Grow, MGIS Solutions Manager
 (Printed Name and Title of Authorized Representative)

March 29, 2022
 (Date)

804-368-7525 / 804-496-6320
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CORS GNSS Receivers and Components

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Transportation to establish a contract for the one-time purchase of GNSS (global navigation satellite system) receivers and its related components.

WV Department of Transportation owns and operates a current license of Trimble CORS (continuous operation reference station) software. The GNSS receivers and its related components must be compatible with Trimble CORS software with the last official product and/or firmware release at the date of release of this tender.

- 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" means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.

2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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 "API" means application programming interface.

2.5 "BINEX" means binary exchange: an open and operational binary format for GNSS data.

2.6 "CMR" means compact measure record.

2.7 "CORS" means continuous operating reference station.

2.8 "FTP" means file transfer protocol.

2.9 "GNSS" means global navigation satellite system.

2.10 "GPS" means global positioning system.

2.11 "MSM" means multiple signal message.

2.12 "NEBS" means network equipment-building system.

2.13 "NTRIP" means networked transport of RTCM via internet protocol.

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

- 2.14 “POE” means power over ethernet.**
- 2.15 “PPM” means parts per million.**
- 2.16 “PPP” means precision point positioning.**
- 2.17 “RAIM” means receiver autonomous integrity monitoring.**
- 2.18 “RINEX” means receiver independent exchange format.**
- 2.19 “RMS” means root metered square.**
- 2.20 “RNDIS” means remote network driver interface specification.**
- 2.21 “RTCM” means radio technical commission for maritime.**
- 2.22 “RTK” means real-time kinematic.**
- 2.23 “SBAS” means satellite-based augmentation systems.**
- 2.24 “UDR” means user datagram protocol.**
- 2.25 “VRS” means virtual reference station.**

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1 Vendor must provide, upon request, attestation from Trimble showing its bid product is compatible with the State’s current owned Trimble CORS software.**
- 3.2 Vendor must provide, upon request, showing their experience with having successfully completed support of an existing VRS (virtual reference station) network modernization consisting of a full exchange of network CORS in excess of fifty (50) stations managed via one transaction with equal to receivers for this solicitation.**

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

4. GENERAL REQUIREMENTS:

4.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Quantity of Twenty-four (24) Trimble Alloy GNSS Receiver 109100-00 or Equal.
Vendor must provide a product with the following minimum features:

Technology and Tracking Capabilities

- 4.1.1.1** The receiver must be able to track all signals on all the available frequencies from the following GNSS constellations:
- GPS: L1 C/A, L2E/L2P, L2C, L5
 - GLONASS: L1 C/A, L1P, L2 C/A, L2P, L3 CDMA
 - GALILEO: L1 CBOC, E5A, E5B, E5AltBOC, E6
 - BEIDOU: B1, B2, B3
 - L-Band - GNSS Augmentation signals
- 4.1.1.2** The receiver must be enabled to utilize positioning information and data from the following GNSS constellations:
- GPS: L1 C/A, L2E/L2P, L2C, L5
 - GLONASS: L1 C/A, L1P, L2 C/A, L2P, L3 CDMA
 - GALILEO: L1 CBOC, E5A, E5B, E5AltBOC, E6
 - BEIDOU: B1, B2, B3
- 4.1.1.3** The receiver must be able to track all signals on all the available frequencies from the following GNSS SBAS (satellite-based augmentation systems):
- EGNOS: L1 C/A
 - MSAS: L1 C/A
 - WAAS: L1 C/A, L5
- 4.1.1.4** The receiver must be able to simultaneously track all available signals on all satellites, including those signals from satellites marked as unhealthy.
- 4.1.1.5** The receiver must be able to track satellites to an elevation angle of 0 degrees.
- 4.1.1.6** The receiver shall have enough physical and independent channels to accommodate all requested signals. Dynamic channel allocation is not an acceptable substitute for physical channels.
- 4.1.1.7** The receiver must have the ability to enable and disable any code and carrier multipath rejection or mitigation technology.
- 4.1.1.8** The receiver must have the ability to enable and disable any pseudorange and/or phase smoothing.

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

- 4.1.1.9** The receiver must have the ability to enable and disable any receiver's clock correction system.
- 4.1.1.10** The receiver must allow the ability to recover unfiltered and unsmoothed pseudorange, signal-to-noise, Doppler, and carrier phase true observables from all signals individually. It is not acceptable to artificially generate observables from the primary signals for the other signals.
- 4.1.1.11** The receiver shall support RAIM (receiver autonomous integrity monitoring) to detect and reject degraded signals to improve position quality.
- 4.1.1.12** When and if the United States of America Department of Defense (DoD) disables the GPS (global positioning system) anti-spoofing, the receiver must be capable of tracking GPS L1 and L2 phase and P code observables.

Input and Output Formats

- 4.1.1.13** The receiver must support the following real-time correction formats for input and output:
 - RTCM 2.x versions and RTCM 3.x versions including MSM 1 through 7 messages
 - CMR, CMR+ and CMRx
- 4.1.1.14** The receiver must support the following real-time formats for observables:
 - RTCM 3.x including MSM 1 through 7 messages
 - BINEX
 - Receiver's proprietary format
- 4.1.1.15** The receiver must support the input and output of position and status information with NMEA-0183 protocol.
- 4.1.1.16** The receiver must be capable of providing a data output up to 100 Hz.
- 4.1.1.17** The receiver must provide at a minimum one pulse per second (PPS) output.
- 4.1.1.18** The receiver must support input of external events.
- 4.1.1.19** The receiver must support external weather stations and tilt sensors.

Measurement and Position Performance

- 4.1.1.20** The receiver shall support differential, real-time kinematic (RTK) and static post-processing positioning using industry standard formats.
- 4.1.1.21** The receiver must support code differential positioning with a performance of 0.25 m + 1 ppm RMS in horizontal and 0.50 m + 1 ppm RMS in vertical.
- 4.1.1.22** The receiver must support SBAS differential positioning with a performance of 0.50 m RMS in horizontal and 0.85 m RMS in vertical.

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

- 4.1.1.23** The receiver must support static post-processing positioning with a performance of 3 mm + 0.1 ppm RMS in horizontal and 3.5 mm + 0.4 ppm RMS in vertical.
- 4.1.1.24** The receiver must support RTK positioning with single baseline of less than 30 km, with a performance of 8 mm + 1 ppm RMS in horizontal and 15 mm + 1 ppm RMS in vertical.
- 4.1.1.25** The receiver must support RTK positioning with networked RTK solution with a performance of 8 mm + 0.5 ppm RMS in horizontal and 15 mm + 0.5 ppm RMS in vertical.
- 4.1.1.26** Receiver shall support on-board absolute PPP in real-time, via both Internet Protocol (IP) and L-Band satellite delivery.

Physical and Environmental

- 4.1.1.27** The receiver must include a display with a screen and a physical keyboard. The keys must be illuminated so they are visible in the dark.
- 4.1.1.28** The receiver's screen must support rotation so the displayed information can be read normally if the receiver is installed upside down.
- 4.1.1.29** The receiver's display must allow the basic configuration of the receiver, including network configuration parameters, antenna model, antenna height, position, and station name.
- 4.1.1.30** The receiver must weigh no more than 2 kg (4.5 lbs) with at least one battery installed.
- 4.1.1.31** The GNSS receiver must have passed NEBS certification for use in a telecom installation environment.
- 4.1.1.32** Receiver must meet the following environmental specification:
 - Operating temperature: -40 degrees C - +65 degrees C
 - Humidity: 100% condensing
 - Fully sealed with IP68 certification
 - Shock: 1 meter drop on hard surface

Power Specifications and Management

- 4.1.1.33** The receiver shall offer a minimum of two power inputs supporting both AC and DC operation, with an input power range of 9.5 to 28 V DC.
- 4.1.1.34** The receiver must support Power over Ethernet (PoE) 802.3af (type 1) and 802.at (type 2) as a means of powering the receiver. PoE must allow for user configurability to enable or disable this feature.

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

- 4.1.1.35** The receiver shall have a power consumption of less than 5.5 W while tracking all satellite signals and having the Wi-Fi connection active.
- 4.1.1.36** The receiver must feature power-on and power-down with user-configurable voltages.
- 4.1.1.37** The receiver must be capable of supporting dual hot-swappable lithium-ion batteries with level of charge indicator in the batteries and include at minimum a quantity of two (2) – one included with the unit and one spare.
- 4.1.1.38** The batteries of the receiver shall be capable of operating the unit without external power supply for up to at least 15 hours. This feature must be use-configurable.
- 4.1.1.39** The receiver must feature an integrated internal battery charger with a configurable minimum input voltage for battery charging.
- 4.1.1.40** The receiver's integrated charger must be user-configurable to allow the option of setting when the batteries must be charged. The options available must be the following:
 - Charge when the receiver is On or Off
 - Charge when the receiver is On
 - Charge when the receiver is Off
 - Never charge the batteries
- 4.1.1.41** The integrated charger must be capable of charging from PoE input with user configurability to enable/disable this feature.
- 4.1.1.42** The receiver must support seamless switching between the internal and external power sources without any kind of interruption in its operations.
- 4.1.1.43** The receiver must automatically restart after loss of power. When powering-up the receiver must operate with the same configuration it had when powered-down or when loss of power event happened, including all real-time data output and all logging sessions.
- 4.1.1.44** The receiver's front panel display brightness and lightning must be user-configurable remotely from the receiver's user interface. The front panel display must also feature a power saving function.

Data Logging

- 4.1.1.45** The receiver must include an embedded (non-removable) solid state memory with up to 24 GB of space.
- 4.1.1.46** The receiver must be compatible with removable external memory supporting more than 1 TB of logging space.
- 4.1.1.47** The receiver must support true logging rates from 100 Hz to 600 seconds. Data generation with artificial methods is not a valid alternative.

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CORS GNSS Receivers and Components**

- 4.1.1.48** The receiver must provide a combined logging rate of more than 180 Hz with all independent logging sessions.
- 4.1.1.49** The receiver must support 12 independent and concurrent logging sessions.
- 4.1.1.50** The receiver must be capable of producing both RINEX and BINEX file formats internal to the receiver without the need for external tools/converters.
- 4.1.1.51** The receiver must be capable of pushing logged and converted data files to three separate FTP servers.
- 4.1.1.52** The receiver must be capable of sending logged and converted data files via email.
- 4.1.1.53** The receiver must support both a configurable ring buffer style memory deletion scheme as well as session specific memory pools with similar functionality. Additionally, data must be able to be protected from being overwritten in the case of external events input.

Communication Interfaces

- 4.1.1.54** The receiver must include at least four physical serial ports. Serial port hubs or adaptors connected to the physical ports of the receiver are not a valid alternative.
- 4.1.1.55** The receiver must include at least one USB port supporting remote network driver inter- face specifications (RNDIS) in device and host modes.
- 4.1.1.56** The receiver must have a built-in Ethernet RJ45 communications port allowing for TCP/IP configuration of all receiver features, data files, and data streams. Must be compliant with IEEE 802.3.
- 4.1.1.57** The receiver must have a Wi-Fi 802.11 b/g connection supporting client mode and access point. The Wi-Fi connection must support WPA/WPA2/WEP64/WEP128 encryption. The Wi-Fi connection in access point mode must allow TCP/IP configuration of all receiver features, data files, and data streams.
- 4.1.1.58** The receiver must include a 2.4 GHz Bluetooth radio supporting up to three simultaneous connections.
- 4.1.1.59** The receiver must have a communication port supporting 10 MHz external frequency input.
- 4.1.1.60** The receiver must have a minimum of 10 unique TCP/IP ports. "Unique" means that one multicast TCP/IP port (allowing multiple connections) only counts as 1 TCP/IP port. Each port must be fully configurable independent of the other ports and outputs.

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- 4.1.1.61** The receiver TCP/IP ports must support User Datagram Protocol (UDP), client and server connections. The TCP/IP ports must support password protection.
- 4.1.1.62** The receiver must include at least three independent NTRIP Clients.
- 4.1.1.63** The receiver must include at least three independent NTRIP Servers.
- 4.1.1.64** The receiver must include at least three independent NTRIP Casters supporting at least 30 different NTRIP logins.
- 4.1.1.65** The receiver must feature a fully configurable FTP server. It must support the FTP REST command.

Security

- 4.1.1.66** The receiver must have a secure network connection (secure means via an encrypted, authenticated session) as well as provide various access levels to the receiver controls.
- 4.1.1.67** The receiver must support IP filtering for incoming connections.
- 4.1.1.68** The receiver must support TLS v.1.2.
- 4.1.1.69** The receiver must be IPV6 compatible.
- 4.1.1.70** The receiver must have the possibility of being configured to use custom TLS certificates.

System Features

- 4.1.1.71** The receiver must have the ability of being configured without the use of any kind of proprietary software.
- 4.1.1.72** The receiver must have an user interface in the form of web page embedded in the receiver and compatible with most web browsers available (ie: Mozilla Firefox, Google Chrome, etc.). The receiver web interface must be compatible with the mobile device versions of the web browsers.
- 4.1.1.73** The receiver's web interface must feature help or reference information in the form of context-sensitive menus.
- 4.1.1.74** The receiver must allow alert configuration to automatically inform of any changes in the position, data logging, configuration, tracking, power, communications, and system access events.
- 4.1.1.75** The receiver must enable monitoring of its own absolute position to centimeter level accuracy using a PPP solution independent from the WVDOT CORS network. Communications of PPP correction data must not depend upon ground-based IT infrastructure. There must be no annual subscription costs for the PPP integrity feature. Out of tolerance alerting via both graphical user interface and email of any detected change in

**REQUEST FOR QUOTATION
CORS GNSS Receivers and Components**

antenna position must be automatically initiated. The tolerance at which alerts are generated shall be user configurable depending upon the solution type in use. When this tolerance is exceeded, the receiver must be able to automatically stop sending correction data until the antenna moves back within tolerance.

- 4.1.1.76** The receiver must have a built-in (internal) spectrum analyzer to identify spurious jamming signals in the GNSS frequency range. The spectrum analyzer must display information in real-time and also from the past 24 hours in the form of interactive charts, with zooming and panning capabilities.
- 4.1.1.77** The receiver must have the ability to save the configuration of the receiver in a downloadable file and upload it to other receivers to reconfigure them remotely.
- 4.1.1.78** The receiver must have a well-documented application programming interface (API) allowing the configuration and management of the system and supporting user authentication.
- 4.1.1.79** It must be possible to retrieve logged data from the receiver by using the API.

Software Capability

- 4.1.1.80** WVDOT owns and operates an existing Trimble VRS software system. The proposed receiver must have full compatibility of all signals with the existing software including BeiDou BDS3.
- 4.1.1.81** The vendor must assure the WVDOT that all receivers will be supplied along with any software modules needed to provide full GNSS compatibility with the existing software. The vendor must confirm the state that no additional software is required for full compatibility of all GNSS signals (GPS, GLONASS, Galileo, BeiDou including BDS3) from their proposed GNSS receiver.
- 4.1.1.82** Remote firmware upgrades of the receivers must be demonstrated through use of the existing CORS network management software without the addition of external applications or software modules.
- 4.1.1.83** Communication between the server and the CORS receivers have the flexibility to operate as:
 - Dial-up modem (landline/cellular/GSM/high-speed wireless)
 - Internet, intranet, local or wide area networks (TCP/IP)
 - Direct serial link (RS232)

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- 4.1.1.84** Streaming of raw data from the proposed receiver shall be via formats compatible with the existing software and not requiring additional modules or software modifications.
- 4.1.1.85** Vendor must demonstrate that the existing WVDOT Software is compatible and capable of performing the following receiver configurations without the use of any external apps:
- General receiver settings
 - Satellite tracking parameters
 - Data logging parameters
 - Downloads raw of data, analyses, reformats, archives and distributes GPS data via a FTP and web server

GNSS data management by existing software with proposed CORS

- 4.1.1.86** The CORS receiver vendor must demonstrate that the existing software performs the following tasks automatically and periodically at user-defined times and intervals without the use of external applications or software.
- Retrieve primary logged data files.
 - Check all downloaded data for completeness and retrieve missing data automatically from the internal receiver memory.
 - Convert to RINEX or to Hatanaka compact RINEX.
 - Perform splitting, appending and decimating data as required by Administrator.
 - Archive files, clean-up files after user-defined period of time for user defined file types based on two mechanisms, remaining free disk space and file age.
 - Distribute files to FTP or WEB servers for easy access by the GNSS user community.
 - Generates event logs, alarms and warnings on receiver status, network status and data quality status.
- 4.1.1.87** The vendor must demonstrate full functionality with the existing WVDOT software to manage assure completeness of CORS data. The completeness of data is of high value to WVDOT as it assures users will have access to complete postprocessing records. Steps of a successful demonstration compatible with this section are:
- CORS and software operate as intended archiving data on both the receiver and in software.

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- If an IT network connection is lost the CORS must demonstrate continued logging of data.
- When the IT network connection is restored, the software will query the CORS and receive access to download the full database of the CORS.
- In the event of an IT outage, data from the CORS must be compatible to facilitate import of the data needed for “filling in” missing epochs in the existing WVDOT software database. This action will complete the record stored within the existing software and assure WVDOT of near 100% complete data logs.

Warranty

- 4.1.1.88** The receiver must include at a minimum five (5) year manufacturer’s warranty from the date of purchase with next business day replacement.
- 4.1.1.89** The receiver must include lifetime firmware updates without the need of purchasing maintenance contracts.

4.1.2 Quantity of Twenty-four (24) Trimble Zephyr 3 Geodetic Antenna Kit 158285-00 or Equal. Vendor must provide a product with the following minimum features:

- 4.1.2.1** Geodetic antenna must track the following frequencies from GNSS constellations:
 - GPS: L1, L2, L5
 - GLONASS: G1, G2, G3
 - GALILEO: E1, E5ab, E6
 - BEIDOU: B1, B2, B3
- 4.1.2.2** The antenna must be compatible with the following SBAS:
 - EGNOS
 - WAAS
 - GAGAN
 - MSAS
- 4.1.2.3** The antenna must be compatible with correction services broadcast via L-band.
- 4.1.2.4** Phase center stability greater than 2 mm.
- 4.1.2.5** Minimum tracking elevation: 0 degrees.
- 4.1.2.6** Practical tracking elevation: less than 3 degrees.
- 4.1.2.7** Minimum Antenna gain: 50db.
- 4.1.2.8** Diameter at least 34.0 cm.

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- 4.1.2.9 Weight less than 2.0 kg.
- 4.1.2.10 Absolute calibration file from IGS (ANTEX format) must be available.
- 4.1.2.11 Powered by receiver with supplied voltage between 3.5 V DC and 20V DC.
- 4.1.2.12 Nominal impedance: 50 Ohms.
- 4.1.2.13 Antenna shall operate in humidity, high winds, sandstorm and blowing rain.
Proven survivability from tornado and hurricane.
- 4.1.2.14 Temperature range: -40 degrees C - +85 degrees C.
- 4.1.2.15 Humidity up to 100%.
- 4.1.2.16 Shock rating: 2m drop on hard surface.
- 4.1.2.17 Vibration rating: MIL-STD-810-F on each axis.
- 4.1.2.18 Cable connector: threaded neill concealman equipped
- 4.1.2.19 Mounting: 5/8" - 11 Female
- 4.1.2.20 Optional external radome must be available for the antenna upon request.
- 4.1.2.21 The absolute calibration file for the antenna and external radome bundle must be available from IGS (ANTEX format).
- 4.1.2.22 GNSS Antenna Cable for Continuously Operating Reference Stations must meet the following features:
 - Length of cable: 30 m.
 - Impedance: 50 Ohms.
 - Maximal frequency: at least 10 GHz.
 - Loss at 1.5GHz: less than 0.2 dB/m.
 - The cable shall operate in humidity, high winds, sandstorm and blowing rain.
- 4.1.2.23 Antenna Kit must include at a minimum: five (5) year manufacturer's warranty from date of purchase with next business day replacement.

4.1.3 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation and will be required prior to award. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

4.1.3.1 Additionally, if alternate 'or equal' products are proposed, the vendor must include as part of their bid, all software, travel, hardware and services needed to migrate current WVDOT systems and data/files; train WVDOT staff; test systems; and test ALL migrated data/files. All information currently residing in

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CORS GNSS Receivers and Components**

the existing system(s) must be migrated. This process must be done with no interruption to the current business process within WVDOT and be totally completed within three (3) months of contract award.

5. CONTRACT AWARD:

5.1 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.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing a total cost for the GNSS receivers and related components. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. ORDERING AND PAYMENT:

6.1 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.

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

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7. DELIVERY AND RETURN:

- 7.1 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 sixty (60) working days after receiving a purchase order or notice to proceed.

Contract Items must be delivered to Agency – Attention: Dustin Feazell at 1900 Kanawha Blvd, Building 5, Room A720, Charleston, WV 25314.

- 7.2 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.

- 7.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 7.4 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 item(s) 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.
- 7.5 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.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.

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

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Components**

8. VENDOR DEFAULT:

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

- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

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

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 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.

9.2 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.

10. 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: York D. Grow

Telephone Number: 804-368-7525

Fax Number: 804-496-6320 _____

Email Address: york.grow@duncan-parnell.com_



EXHIBIT A - PRICING PAGE

LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305

Specifications Reference	Commodity Item Number	Description	Part Number or Equal	Quantity	Unit Cost*	Extended Price Total
3.1.1	#1	Trimble Alloy GNSS Receiver or Equal	109100-00 or equal	24	\$15,127.75	\$363,066.00
3.1.2	#2	Trimble Zephyr 3 Geodetic Antenna Kit or Equal	158285-00 or equal	24	\$3,807.00	\$91,368.00
						\$454,434.00

Note:

* Unit Cost must reflect all specifications as listed in Exhibit B.

Examples are, but not limited to:

- GNSS receiver must track and be enabled to utilize positioning information and data for the GNSS constellations - GPS, GLONASS, GALILEO, BEIDOU, L-Band.
- Receiver must be capable of supporting dual hot-swappable lithium-ion batteries with level of charge indicator in the batteries and include at minimum a quantity of two (2) – one within the unit and a spare.