



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3


[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 829780

Procurement Type: Central Master Agreement

Vendor ID: VS0000022187 

Legal Name: HCI ENERGY LLC

Alias/DBA:

Total Bid: \$546,628.95

Response Date: 02/01/2021 

Response Time: 13:15

Responded By User ID: HCI Energy, LLC 

First Name: Terry

Last Name: Bradshaw

SO Doc Code: CRFQ

SO Dept: 0606

SO Doc ID: HSE2100000002

Published Date: 1/25/21

Close Date: 2/4/21

Close Time: 13:30

Status: Closed

Solicitation Description: Power Module with Scalable amp hour battery

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 829780
Solicitation Description: Power Module with Scalable amp hour battery
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-04 13:30	SR 0606 ESR01262100000005044	1

VENDOR
 VS0000022187
 HCI ENERGY LLC

Solicitation Number: CRFQ 0606 HSE2100000002
Total Bid: 546628.9499999999534338712692 **Response Date:** 2021-02-01 **Response Time:** 13:15:03
Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	10 kW 48-volt DC Power Module with Scalable amp hour battery	15.00000	EA	36441.930000	546628.95

Comm Code	Manufacturer	Specification	Model #
26111722			

Commodity Line Comments: HCI Energy has three ZPM 10 kW power configurations.
Part Number 300-073-006 600 amp hour. \$ 546,628.95
Part Number 300-073-004 400 amp hour. \$ 400,000.00

Extended Description:

10 kW 48-volt DC Power Module with Scalable amp hour battery backup

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.

TERRY BRADSHAW
(Name, Title)
TERRY Bradshaw Sales, Public Safety
(Printed Name and Title)
7923 Nieman Road
(Address)
913-526-1344
(Phone Number) / (Fax Number)
terry.bradsnow@hcieenergy.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.

HCI Energy Inc
(Company)

Joseph E. Heller, President
(Authorized Signature) (Representative Name, Title)

Joseph E. Heller
(Printed Name and Title of Authorized Representative)

2/1/21
(Date)

913-208-2357
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ HSE2100000002
10 kW 48-volt DC Power Module with Scalable amp hour battery backup

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Emergency Management Division (DEM) to establish an open-end contract for a minimum 10 kW 48-volt DC Power module with scalable amp hour battery capacity.

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.

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, approximately 15 units annually for budgeting purpose only. Vendor **MUST** be a manufacturer or certified reseller for equipment and items listed below. Certification must be available upon request.

Minimum 10 kW Power module with scalable amp hour battery capacity must include.

 - 3.1.1.1 One 19-inch relay rack 72” high x 19” wide. Rack must have threaded holes for mounting the equipment.

 - 3.1.1.2 UL listed Lithium ion batteries 200-amp hour minimum

 - 3.1.1.3 48-volt DC Bus

 - 3.1.1.4 Bi-directional AC to allow flow from AC sources either to load or charge DC bus or equivalent

REQUEST FOR QUOTATION – CRFQ HSE2100000002
10 kW 48-volt DC Power Module with Scalable amp hour battery backup

- 3.1.1.5** Modular AC/DC controllers to provide N+1 redundancy
- 3.1.1.6** Each module provides AC and DC output
- 3.1.1.7** Adaptable to external generator, wind, and solar power sources
- 3.1.1.8** Float life 20 years
- 3.1.1.9** Cycle life 4,300 cycles at 80% DOD; 8,200 cycles at 50% DOD
- 3.1.1.10** Designed to operate Motorola P25 GTR base station Expandable Subsystem (ESS), radios and associated AC equipment
- 3.1.1.11** 10 kW Capacity minimum
- 3.1.1.12** 10 kW backup minimum
- 3.1.1.13** Integrated AC inverter 8 KVA with a minimum of 8 AC outlets
- 3.1.1.14** Battery Management System (BMS) monitoring and controls, capable of providing SNMP trap data to current SIRN alarm and monitoring system and be remotely accessible and configurable.
- 3.1.1.15** 48 VDC bus with separate BMS on each battery capable of providing SNMP trap data to current SIRN alarm and monitoring system and be remotely accessible and configurable
- 3.1.1.16** Rectifier monitoring and controls, capable of providing SNMP trap data to current SIRN alarm and monitoring system and be remotely accessible and configurable
- 3.1.1.17** Inverter monitoring and controls, capable of providing SNMP trap data to current SIRN alarm and monitoring system and be remotely accessible and configurable

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10 kW 48-volt DC Power Module with Scalable amp hour battery backup

- 3.1.1.18** All in one dashboard touchscreen, monitor screen must be at least 15 inch with minimum 1024x768 resolution, and include an external keyboard, mouse, and VGA port in the event of touchscreen failure, to include a retractable rack mounted drawer for the keyboard and mouse
- 3.1.1.19** Remote site control and monitoring, capable of providing SNMP trap data to current SIRN alarm and monitoring system and be remotely accessible and configurable
- 3.1.1.20** Zero Glitch Zero millisecond (0ms) power interruption
- 3.1.1.21** Scalable up to 2700 Kva
- 3.1.1.22** Integrated interface Motorola SCM/MOSCAD
- 3.1.1.23** SNMP v1, v2 and v3
- 3.1.1.24** Power distribution panel to provide DC power to minimum of 8 GTR 8000 radios
- 3.1.1.25** Provide AC power strip for routers, network switches and other AC equipment

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 or exceeding the required specifications for the lowest overall total cost as shown on the Pricing Pages. WV EMD reserves the right to reject any and/or all bids

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10 kW 48-volt DC Power Module with Scalable amp hour battery backup

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing pricing for the Power module as an assembled unit. Amp hour battery capacity is to be listed separately for incremental increases. Shipping charges are not required on the pricing page due to variation in shipping cost relative to the variations of amp hour battery capacity. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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:

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 30 working days after orders are received. Vendor shall deliver emergency orders within 15 working days 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.

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10 kW 48-volt DC Power Module with Scalable amp hour battery backup

- 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 could be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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.

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10 kW 48-volt DC Power Module with Scalable amp hour battery backup

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

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.

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10 kW 48-volt DC Power Module with Scalable amp hour battery backup

- 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: J. Heller
Telephone Number: 913-208-2357
Fax Number: —
Email Address: joe.heller@gmail.com

EXHIBIT A - Pricing Page - CRFQ HSE210000002

10 Kw 48-volt DC Power module with scalable amp hour battery capacity

Section	Description	Manufacturer and model if bidding "or Equal" production	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
3.1	10kW ZPM with 600 amp hour battery config One 19 inch relay racks 72" high x 19 "wide Distribution Panel with 6 20amp breakers · Integrated up to 8 kVa AC Inverter · (6) Power Modules · BMS monitoring and controls · Rectifier monitoring and controls · Inverter monitoring and controls · All-in-one dashboard touch screen dashboard · Site Remote Control · Zero-glitch – (0 ms) no power interruption · Supply either AC or DC power · Monitors both power modules and energy storage · (6) UL listed Lithium iron batteries · - 48 volt DC Bus · Two 6 outlet power strips · Float life – 20 years · Cycle life – 4,300 cycles at 80% DOD; 8,200 cycles at 50% DOD · Designed specifically for Motorola GTR ESS · 10 kW Capacity · Scalable up to 2700 kVa · Integrated Motorola SCM/MOSCAD interface redundant configuration	HCI Energy, LLC 300-073-006 10 kW ZPM with 600 amp hour battery model	EA	15	\$37,185.64	\$546,628.93
			Overall Total Cost		\$ 546,628.93	

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Cost Sheet will not be allowable. The State cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.

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

BIDDER/VENDOR INFORMATION:

Vendor Name:	HCI Energy, LLC
Address:	7923 Nieman Road
City, St. Zip:	Lenexa, Kansas 66214
Phone No:	855-964-9274 or 913-526-1344
Email Address:	terry.bradshaw@hcienergy.com


 Vendor Signature

2/1/21
 Date:

EXHIBIT A - Pricing Page - CRFQ HSE210000002

10 Kw 48-volt DC Power module with scalable amp hour battery capacity

Section	Description	Manufacturer and model if bidding "or Equal" production	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
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Overall Total Cost					\$ 476,222.12	
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Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Cost Sheet will not be allowable. The State cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.

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

BIDDER/VENDOR INFORMATION:

Vendor Name:	HCI Energy, LLC
Address:	7923 Nieman Road
City, St. Zip:	Lenexa, Kansas 66214
Phone No:	855-964-9274 or 913-526-1344
Email Address:	terry.bradshaw@hcienergy.com



 Vendor Signature



2/1/21
 Date:

EXHIBIT A - Pricing Page - CRFQ HSE210000002

10 Kw 48-volt DC Power module with scalable amp hour battery capacity

Section	Description	Manufacturer and model if bidding "or Equal" production	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
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Overall Total Cost					\$ 394,659.62	
Please note: This information is being captured for auditing purposes.						
Any product or service not on the Agency provided Cost Sheet will not be allowable. The State cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.						
Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.						

BIDDER/VENDOR INFORMATION:

Vendor Name:	HCI Energy, LLC
Address:	7923 Nieman Road
City, St. Zip:	Lenexa, Kansas 66214
Phone No:	855-964-9274 or 913-526-1344
Email Address:	terry.bradshaw@hcienergy.com
	 Date:
Vendor Signature	

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

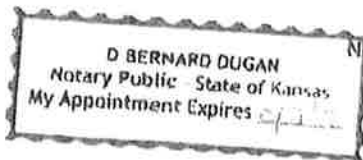
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: HED Energy LLC
Authorized Signature: [Signature] Date: 1-31-2021
State of Kansas
County of Johnson to-wit:

Taken, subscribed, and sworn to before me this 31 day of January 2021
My Commission expires 8/21/23 20

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

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: Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

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 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 or not that insurance requirement is listed in this section.

Vendor must maintain:

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

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

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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: The apparent successful 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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to 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. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

43. 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.

44. 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.

45. 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.

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

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.



Pricing for Project in West Virginia

Customer: West Virginia Emergency Management

Ship To: WV Division of Emergency Management
2403 Fairlawn Ave
Dunbar, WV 25064

Quote: USWV01262021-1A

Date: 1-26-2021

Site Location:

Item	Part Number	Description	Quantity	Unit Price	Total	2%
1	300-073-006	10 kW ZPM with 600 amp hour battery conf	15	\$37,185.64	\$557,784.62	\$546,628.93
		<ul style="list-style-type: none"> - One 19 inch relay racks 72" high x 19 "wide - Power Distribution Panel with 6 20amp breakers - Integrated up to 8 kVa AC Inverter - (6) Power Modules - BMS monitoring and controls - Rectifier monitoring and controls - Inverter monitoring and controls - All-in-one dashboard touch screen dashboard - Site Remote Control - Zero-glitch – (0 ms) no power interruption - Supply either AC or DC power - Monitors both power modules and energy storage - (6) UL listed Lithium iron batteries - 48 volt DC Bus - Two 6 outlet power strips - Float life – 20 years - Cycle life – 4,300 cycles at 80% DOD; 8,200 cycles at 50% DOD - Designed specifically for Motorola GTR ESS - 10 kW Capacity - Scalable up to 2700 kVa - Integrated Motorola SCM/MOSCAD interface 				
	Config 2	N+1 redundant configuration	15	\$0.00	\$0.00	



Pricing for Project in West Virginia

Customer: West Virginia Emergency Management

Ship To: WV Division of Emergency Management
 2403 Fairlawn Ave
 Dunbar, WV 25064

Quote: USWV01262021-1A

Date: 1-26-2021

Site Location:

Item	Part Number	Description	Quantity	Unit Price	Total	2%
2	300-073-004	10 kW ZPM with 400 amp hour battery conf	15	\$31,748.14	\$476,222.12	\$466,697.68
		<ul style="list-style-type: none"> - One 19 inch relay racks 72" high x 19 "wide - Power Distribution Panel with 6 20amp breakers - Integrated up to 8 kVa AC Inverter - (6) Power Modules - BMS monitoring and controls - Rectifier monitoring and controls - Inverter monitoring and controls - All-in-one dashboard touch screen dashboard - Site Remote Control - Zero-glitch – (0 ms) no power interruption - Supply either AC or DC power - Monitors both power modules and energy storage - (4) UL listed Lithium iron batteries - - 48 volt DC Bus - Two 6 outlet power strips - Float life – 20 years - Cycle life – 4,300 cycles at 80% DOD; 8,200 cycles at 50% DOD 				
	Config 2	<ul style="list-style-type: none"> - Designed specifically for Motorola GTR ESS - 10 kW Capacity - Scalable up to 2700 kVa - Integrated Motorola SCM/MOSCAD interface - N+1 redundant configuration 	1	\$0.00	\$0.00	



Pricing for Project in West Virginia

Customer: West Virginia Emergency Management

Ship To: WV Division of Emergency Management
2403 Fairlawn Ave
Dunbar, WV 25064

Quote: USWV01262021-1A

Date: 1-26-2021

Site Location:

<u>Item</u>	<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>2%</u>
3	300-073-002	10 kW ZPM with 200 amp hour battery conf - One 19 inch relay racks 72" high x 19 "wide - Power Distribution Panel with 6 20amp breakers - Integrated up to 8 kVa AC Inverter - (6) Power Modules - BMS monitoring and controls - Rectifier monitoring and controls - Inverter monitoring and controls - All-in-one dashboard touch screen dashboard - Site Remote Control - Zero-glitch – (0 ms) no power interruption - Supply either AC or DC power - Monitors both power modules and energy storage - (2) UL listed Lithium iron batteries - - 48 volt DC Bus - Two 6 outlet power strips - Float life – 20 years - Cycle life – 4,300 cycles at 80% DOD; 8,200 cycles at 50% DOD - Designed specifically for Motorola GTR ESS - 10 kW Capacity - Scalable up to 2700 kVa - Integrated Motorola SCM/MOSCAD interface	15	\$26,310.64	\$394,659.62	\$386,766.43
	Config 2	- N+1 redundant configuration	1	\$0.00	\$0.00	

HCI ENERGY LLC

LIMITED 24 MONTH WARRANTY

HCI Energy LLC warrants that the Hybrid Cube[®] and its integrated components subject to this sale conforms to HCI Energy LLC's written specifications and will be free of material defects in workmanship and materials for twenty-four (24) months (the "Warranty Period") from the date of shipment and operated under normal service conditions and use for which the Equipment was intended. This limited warranty includes parts necessary to correct any such material defects during the full Warranty Period.

Extended Warranty coverage is available for purchase at the time of original purchase.

HCI Energy LLC's warranty applies under the following terms and conditions:

This warranty extends only to, and is intended for the benefit only of, BUYER (original purchaser), and does not obligate, and shall not be construed to obligate, HCI Energy LLC to any person or organization other than BUYER. This warranty is not transferable. The BUYER shall return such defective part or parts to HCI Energy LLC's factory, transportation prepaid, immediately upon BUYER's discovery of the defect in question or as stated in paragraph (6) below. The BUYER shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:

- a) The product has been operated beyond rated capacity, operated outside of the product specifications, **or not in compliance with operational manuals and instructions**, used or applied negligently or improperly.
- b) The product serial number plate has been removed, defaced or altered.
- c) The system digital operation data logs are missing, deleted or are unrecoverable.
- d) The product has been subjected to: misuse, neglect, improper handling or transportation, improper installation or maintenance, used with unapproved parts, or has been altered or repaired by anyone other than HCI Energy LLC or its authorized representative.
- e) The product has been exposed to, fueled with or operated with an: unapproved fuel, improper fuel mixture, deteriorated fuel or fuel quality that does not meet the HCI Energy LLC written specifications relating to: purity, quality, condition, mixture ratio, energy, heating value or age.
- f) The product has been exposed to air quality (meaning ambient air originating outside that enters the equipment envelope) that does not meet HCI Energy LLC's written specifications.
- g) The Seller's supplied fuel system is not maintained properly or the BUYER or BUYER's agent(s) substitutes unapproved materials or components in any portion of the fuel system, supply/dispensing equipment, storage containers or transport vehicles or vessels.
- h) The BUYER's or other Third Party's fuel storage components, parts, system, filters or the distribution, delivery and refueling methods fail to maintain fuel quality and purity requirement as specified by the Seller.

Date: 7-22-2020

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HCI ENERGY LLC

LIMITED 24 MONTH WARRANTY

- i) Violating DO NOT OPEN labeling or the SOFTWARE OWNERSHIP clause of HCI Energy LLC's Terms and Conditions.
- j) The product has been damaged from external causes such as but not limited to: accident causing damage, exposure to extreme weather conditions outside of product specifications, force majeure, battery leakage, or improper use of an electrical source.
- k) The product has been subjected to theft or damages due to negligence, vandalism or other deliberate acts.
- l) The software has been damaged by computer or internet viruses, including but not limited to: bugs, worms, Trojan Horses, cancel bots or damage caused by the connection to other products not recommended for interconnection by HCI Energy LLC.
- m) Products damaged in transit (claims to be handled by consignee, unless otherwise indicated).
- n) BUYER specified equipment is not covered by this warranty.
- o) For any outdoor enclosure or indoor applications the warranty shall be only valid if the product is installed, maintained and operated as determined by HCI Energy LLC. For guidance on lightning and surge protection, adequate grounding, and environmental guidelines please consult HCI Energy LLC prior to time of purchase.

HCI Energy LLC's sole obligation under this warranty is limited to either repairing or replacing defective goods or refunding the purchase price for such goods, at HCI Energy LLC's sole option, and the BUYER's sole and exclusive remedy under this warranty will be limited to said repair, replacement, or refund and shall not exceed the original purchase price. All duties, tariffs, customs and other expenses not related to goods are the sole responsibility of the BUYER. Items replaced under this Warranty become property of HCI Energy LLC.

HCI Energy LLC is not liable for any claim or claims for damages, lost revenue or lost profits which may result, either directly or indirectly, from any defect in any part or parts manufactured by HCI Energy LLC including consequential damages.

In lieu of returning the defective part or parts to the HCI Energy LLC factory or authorized repair facility as specified in paragraph (2) above, the BUYER may request HCI Energy LLC to make the necessary repairs on site when, in the sole discretion of HCI Energy LLC, such repairs on site are practicable. Labor shall be billed to the BUYER at three fourth's (75%) the service rate in effect at the time, and the BUYER shall reimburse HCI Energy LLC for all travel and living expenses incurred by HCI Energy LLC in connection with an on-site repair, in accordance with current rates.

Any materials, designs, or procedures prescribed by BUYER or materials, hardware, software or other elements, including any fuel container(s) or fuel system components used or supplied by BUYER, will NOT be covered by any warranty or guarantee from HCI Energy LLC unless agreed to in writing by HCI Energy LLC.

Date: 7-22-2020

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HCI ENERGY LLC

LIMITED 24 MONTH WARRANTY

This warranty specifically excludes any normal wear due to accepted use, cosmetic or other defects not affecting product operation. It also specifically excludes any supply, consumable or scheduled maintenance replacement item such as batteries, filters, fluids, fuel, light bulbs, motors, pumps, etc...

This Warranty shall not apply to any and all expense incurred investigating performance complaints unless defective HCI Energy LLC materials and/or workmanship were the direct cause of the problem.

THE LIMITED WARRANTIES STATED IN THIS DOCUMENT ARE HCI ENERGY LLC'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE EQUIPMENT AND HCI ENERGY LLC HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Where a BUYER has a valid Contract or Agreement with HCI Energy LLC, that contract supersedes the terms and conditions in this statement when there is a specific conflict between the two documents.