



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 @ 6

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1748922

Procurement Type: Central Master Agreement

Vendor ID: 000000233055

Legal Name: SIGNALISATION VER MAC INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/02/2025

Response Time: 10:49

Responded By User ID: vermer

First Name: Kimberly

Last Name: Jack

Email: kim.jack@ver-mac.com

Phone: 418-654-1303

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000007

Published Date: 8/12/25

Close Date: 9/2/25

Close Time: 13:30

Status: Closed

Solicitation Description: Trailer Mtd. Solar Powered Message Boards

Total of Header Attachments: 6

Total of All Attachments: 6



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: 1748922
Solicitation Description: Trailer Mtd. Solar Powered Message Boards
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-09-02 13:30	SR 0803 ESR09022500000001502	1

VENDOR
000000233055
SIGNALISATION VER MAC INC

Solicitation Number: CRFQ 0803 DOT2600000007
Total Bid: 0
Response Date: 2025-09-02
Response Time: 10:49:16
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@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	Message Boards	0.00000	EA	16496.000000	0.00

Comm Code	Manufacturer	Specification	Model #
46161520			

Commodity Line Comments:

Extended Description:

Full Matrix Trailer Mtd. Solar Powered Message Boards



FULL-SIZE, FULL-MATRIX PORTABLE CHANGEABLE MESSAGE SIGN

The PCMS-1500LP is a full-matrix portable message sign ideal for displaying messages with a variety of text, graphics, and font sizes for highway work zones.

State-of-the-art LEDs, an autonomous power design, minimal maintenance, and easy remote management make the PCMS-1500LP the most visible, reliable, and cost-effective message sign in the industry.

3 WAYS TO CHANGE A MESSAGE :

- AT THE SIGN, V-TOUCH CONTROLLER
- NEAR THE SIGN OR REMOTELY, JAMLOGIC® WEB ON YOUR TABLET OR SMARTPHONE
- REMOTELY, JAMLOGIC® COMPUTER SOFTWARE ON YOUR COMPUTER OR LAPTOP

PRO SERIES FEATURES

STEALTH TECHNOLOGY

Maintenance-free batteries
Anti-theft hidden battery compartment

V-TOUCH CONTROLLER

Integrated 4G modem
10 year cell plan

HIGH-PERFORMANCE LEDS

Brighter with greater angularity
Greater power efficiency for longer autonomy

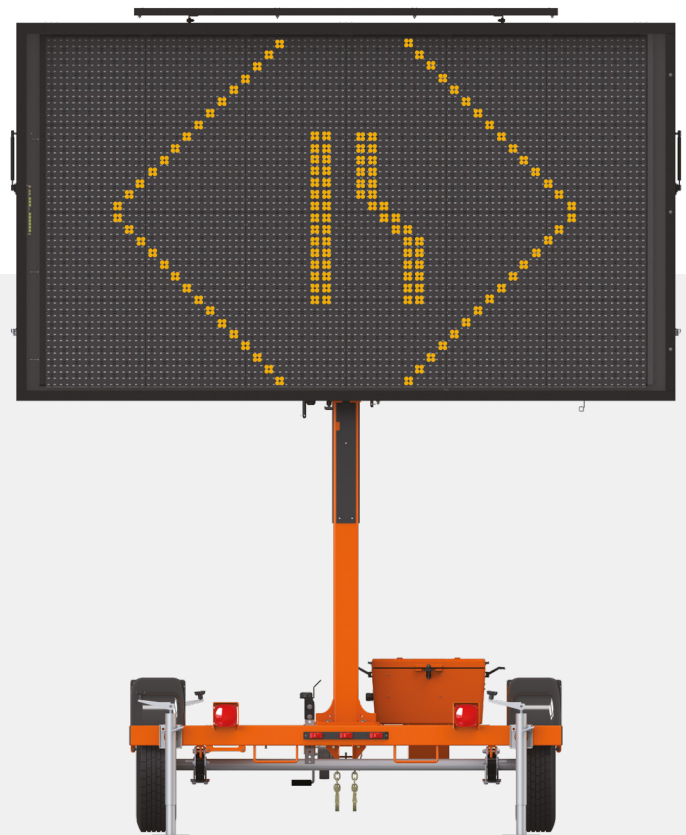
JAMLOGIC SOFTWARE

Hourly automated status and battery/GPS alerts & reports
Interactive map & list view of all equipment
Project folders to organize equipment
Logs date/time of all remotely activated messages

CONNECTED DEVICE

Compatible with the Connected Work Zone (CWZ)* data-sharing feeds

**Previously the Work Zone Data Exchange (WZDx)*



APPLICATIONS

- Highway construction
- Advertising / Special events
- Smart work zones
- Connected work zones

OTHERS FEATURES

DURABLE, EASY TO USE

4 LEVELING JACKS

Stabilization and easy transportation

TONGUE WHEEL JACK

Easy and safe trailer setup

ELECTRO-HYDRAULIC LIFT MECHANISM

Quick and effortless deployment

RUGGED INDEXED ROD MAST BRAKE

360° rotation (6° increments and infinite positions using manual hand brake)

LOCKABLE CONTROL BOX

To protect the controller, modem, pump, and other components

2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE

For easy towing

V-TOUCH CONTROLLER

EASY-TO-READ

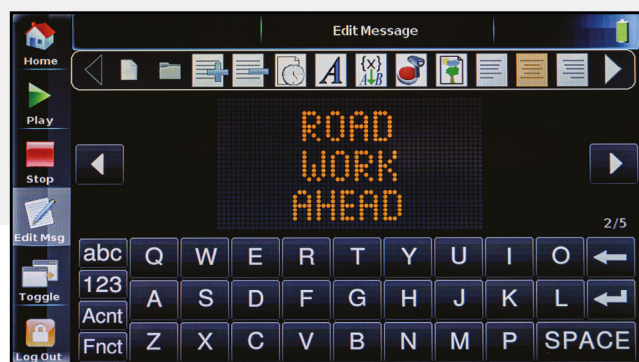
7-inch (178 mm) color LCD touchscreen display

TIME-SAVING

Create your own library of messages

SIMPLE TO OPERATE

Intuitive point-and-go icons make displaying and editing messages quick and easy



SPECIFICATIONS

DISPLAY

- Display panel:
131 x 75 in. (3331 x 1917 mm)
- Full-matrix of 28 x 48 pixels
- 4 LEDs per pixel
- 3 lines of 8 characters per line (default) & graphics capability
- 5 x 7 pixels (18 in.) characters (default)
- Display sign rotates 360° for perfect positioning
- Improved plug-and-play display modules for simplified maintenance

DIMENSIONS & WEIGHTS

- Operating height: 165 in. (4196 mm)
- Overall length: 183 in. (4637 mm)
- Traveling height: 106 in. (2707 mm)
- Traveling width: 87 in. (2197 mm)
- Weight (approx.): 1,740 lbs (790 kg)
- Axle/suspension: 3,500 lbs (1588 kg)

OPTIONS

- Battery charger
- Radar
- Data logger (requires radar)
- Fixed camera
- Tilt-and-rotate solar panels


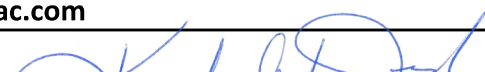
Other options are available to meet your needs.

WARRANTY

- 1 year on complete trailer
- 2 years on electronic components manufactured by Ver-Mac



VENDOR: _____ Ver-Mac _____ Class 843

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Full Matrix Trailer Mounted, Solar Powered Message Boards	PCMS-1500	20	\$16,496.00	\$329,920.00
Total Bid Cost					\$329,920.00
	Bid Will Be Awarded To The Lowest Overall Bid Total For All Items				
Vendor Information					
	Company Name: Ver-Mac				
	Contact Manager: Kim Jack				
	Address: 3479 pollok Drive, Conroe, TX, 77303				
	Phone: 418-654-1303				
	Fax: 418-654-0517				
	E-mail: kim.jack@ver-mac.com				
	Signature: 				

REQUEST FOR QUOTATION
CLASS 843 FULL MATRIX TRAILER MOUNTED SOLAR POWERED MESSAGE
BOARD

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Full Matrix Trailer Mounted Solar Powered Message Board. AMSIG CMST333 or equal model.
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, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** means West Virginia Division of Highways.
 - 2.5 **“NTPEP”** means National Transportation Product Evaluation Program.
 - 2.6 **“MUTCD”** means Manual Uniform Traffic Control Devices.
 - 2.7 **“PVMS”** means Portable Variable Message Signs.
 - 2.8 **“NTCIP”** means National Transportation Communication For Its Protocol
 - 2.9 **“BPS”** means Bits Per Second.
 - 2.10 **“AASHTO”** means American Association of State Highway and Transportation Officials.
 - 2.11 **“L.E.D.”** means lighting emitting diode.
 - 2.12 **“LCD”** means liquid crystal display.
 - 2.13 **“USB”** means universal serial bus.

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3. GENERAL REQUIREMENTS:

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

3.1.1 General – Full Matrix Trailer Mounted Solar Powered Message Board.

3.1.1.1 Unit must be as submitted by evaluation to AASHTO's National Transportation Product Evaluation Program (NTPEP).

3.1.1.2 The unit specified herein and offered shall be manufactured after January 1, 2024 and must be a new unit, not previously used or sold.

3.1.2 Sign Face

3.1.2.1 The sign face shall be of a sufficient size in order to display three (3) lines of eight (8) characters, each character must be minimum eighteen (18) inches tall by minimum twelve (12) inches wide. Characters must be spaced a minimum of three (3) inches apart.

3.1.2.2 The face of sign shall incorporate measures to prevent fading from UV light, such as a polycarbonate or lexan face with UV inhibitors incorporated.

3.1.2.3 Optically enhanced L.E.D.s (lighting emitting diodes) shall have a minimum of 30° vertical and 30° horizontal cone of visibility.

3.1.2.4 Each pixel shall consist of a minimum of three (3) LED's (Lighting Emitting Diode)

3.1.2.5 Message color shall be a minimum 590 nanometers.

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- 3.1.2.6** The sign shall have the capability to display up to six (6) messages in sequence, with variable timing in ¼ second increments under computer control.
- 3.1.2.7** As part of the manufacturer's pre-programmed message sequences, arrow display and flashing caution functions shall be included. All arrow and flashing caution displays described in the current MUTCD shall be provided.
- 3.1.2.8** All abbreviations used in pre-programmed messages shall be in compliance with the current MUTCD.
- 3.1.2.9** The sign shall be clearly visible a minimum of 4500 feet.
- 3.1.2.10** The sign legend shall be legible from a minimum distance of 1,000 feet under daylight conditions as defined by NTPEP for two- non-traffic word messages.
- 3.1.2.11** The sign legend shall be legible from a minimum distance of 900 feet under night-time conditions as by NTPEP for a two-non-traffic word message.
- 3.1.2.12** Under variable light conditions, the unit shall automatically adjust light source so as to meet the visibility requirements, without being too bright or too dim.
- 3.1.2.13** Entire sign shall have the capability to change all lines of message copy in not more than 100 mili-seconds.
- 3.1.2.14** Each character configuration shall contain 54 L.E.D. lamp pixels in a six (6) element horizontal by nine (9) element vertical arrangement.

3.1.3 Sign Panel

- 3.1.3.1** Length of sign panel shall not exceed 140 inches.
- 3.1.3.2** All exposed panels and seams shall be corrosion proof for a minimum of ten (10) years. With construction, all panels/parts shall be assembled as to prevent corrosion or to prevent dissimilar metal reaction from occurring.

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- 3.1.3.3** The panel shall be supported on a telescoping upright member in order to permit raising the sign panel for operation and lowering the panel for transport. The upright must be capable of 360 degrees rotation and to lock into any position to which it is manually or electrically rotated.
- 3.1.3.4** Raise and lower travel shall be minimum of four (4) feet and shall be accomplished by a hydraulic power pack.
- 3.1.3.5** The bottom of the sign shall be a minimum of seven (7) feet above ground level when in the raised position.
- 3.1.3.6** In transport position, the sign shall orient to the longitudinal axis of the trailer in a manner that effectively reduces aerodynamic drag during towing.
- 3.1.3.7** The solar panel generator array shall recharge the battery bank at a rate of 2.5 hours sun to one (1) 24 hour period of usage.
- 3.1.3.8** The sign panel frame shall be constructed of a welded assembly of aluminum alloy channel, or from steel panels powder coated in corrosion proof manner for a minimum of ten (10) years.

3.1.4 Power Source

- 3.1.4.1** The full-matrix panel shall be powered by a bank of batteries in order to convey bright, distinctive messages to the traveling public.
- 3.1.4.2** Unit shall be designed to accept two (2) power sources: one (1) being a battery bank consisting of minimum 280ah DC batteries (2) secondary shall be 120 volt AC power.
- 3.1.4.3** Batteries shall be automatically recharged by a group of solar panels producing a minimum 160 watts of power, located at the highest point on the unit.
- 3.1.4.4** Unit shall be designed with sufficient energy backup to operate for a period of 30 days without any sun.
- 3.1.4.5** Unit shall provide a built-in battery charger with a minimum 25 ampere per hour rating.

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3.1.4.6 Battery bank shall be housed in lockable heavy duty weatherproof battery box.

3.1.4.7 Shall have a second power supply enables the unit to accept existing 120 volt commercial electric service.

3.1.4.8 Batteries shall be capable of being recharged by a commercial 110 volt battery.

3.1.5 Computer

3.1.5.1 The unit shall be controlled in all functions by an on-board dedicated computer of solid state design and be removable.

3.1.5.2 Unit shall include a keyboard or graphic touch screen controller through which user originated messages may be entered for display or storage.

3.1.5.3 Computer shall store a minimum of 200 programmed messages for display when called upon by user through the keyboard.

3.1.5.4 Unit shall include an LCD display screen upon which messages can be reviewed before display on sign board.

3.1.5.5 Password coding or key entry is required for control programming to present sequences messages under operator control through keyboard entry; provide control for moving arrow displays.

3.1.6 Solar Panel Control Unit

3.1.6.1 The power control unit and computer shall be housed in a weather resistant, shock resistant lockable control box which includes lighting for night-time operation.

3.1.6.2 Power control unit shall contain two (2) current meters; one (1) to show amperage generated with the battery charge operating, and one (1) to indicate amperage generated from the solar panels to be stored in the battery bank.

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- 3.1.6.3** Message Cabinet dimensions shall be:
 - A. Length: Maximum 140 inches.
 - B. Height: Maximum 79 ½ inches.
- 3.1.6.4** The power control unit shall incorporate a PV regulator with thermal compensation for variances in ambient temperature to regulate the charge rate to battery bank.
- 3.1.6.5** The unit shall incorporate an automatic intensity control feature in order to keep L.E.D. lamp matrix intensity constant with a reduction in voltage.
- 3.1.6.6** The message unit shall provide a photocell in order to reduce the lamp intensity at night eliminating blinding.

3.1.7 Central Processing Unit

- 3.1.7.1** Microprocessor Based 27.1 MHz.
- 3.1.7.2** Power requirements: 175 mA DC at 12 volts DC.
- 3.1.7.3** Screen size: Minimum of three (3) lines, with Eight (8) characters per line.
- 3.1.7.4** Interfaces: (2) RS232 9 pin D connectors and documentation on port numbers and pins. In addition, one USB port or one Ethernet Port with USB adaptor shall be provided.
- 3.1.7.5** Code: Application source code shall be delivered with unit.
- 3.1.7.6** Documentation: Technical documentation and application programs shall be delivered with unit.

3.1.8 Communication

- 3.1.8.1** Unit shall be guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2 way radio receiver, cell phones, etc.

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- 3.1.8.2** Each PVMS shall be controlled and monitored by its own sign controller directly from the control console inside the control cabinet on the trailer itself.
- 3.1.8.3** The PVMS sign controller shall be able to receive instructions from and provide information to a computer containing PVMS control software compliant using NTCIP compliant communications modes.
- 3.1.8.4** The system communications backbone, as well as all field modems or signal converters, shall provide the PVMS sign controller with a RS232 signal having a baud rate between 2,400 bps and 115,200 bps. Remote Communications control via wireless communications with a remotely located computer.
- 3.1.8.5** Local Communications control shall be available via direct connection with a laptop computer that is connected directly to the sign control using a null modem connection and a baud rate between 2,400 bps and 115,200 bps.
- 3.1.8.6** Local Communications control via a keypad and LCD interface: Features shall include addition or removal of message or message(s) from the PVMS list of playing messages, adjustment of luminosity to manual or automatic, and monitor miscellaneous data like battery voltage, photocells reading, etc.

3.1.9 Trailer

- 3.1.9.1** Two (2) wheel trailer shall be structurally adequate to serve both platform for components.
- 3.1.9.2** Unit shall include LED tail lights, stop lights, turn signals, license mount with light, and all necessary reflectors.
- 3.1.9.3** A two (2) inch ball type trailer hitch 6,000 pound capacity with double safety chains in accordance with SAE J684F shall be installed.

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3.1.9.4 Trailer shall be 12 volt DC motor, pump, valve, reservoir, manual hand pump.

3.1.9.5 All trailer wiring shall be encased in heavy duty hypalon type industrial wire looms clamped to underside of the trailer structural tubing.

3.1.9.6 Shall have electric braking system and fenders one (1) each wheel, included on trailer.

3.1.9.7 Shall have Leveling Jacks: Four (4) crank type, heavy duty, industrial leveling jacks; one (1) at each corner of the trailer deck to be installed.

3.1.9.8 Shall have installation of trailer electrical cable and connector (7 Pole RV) compatible with towing vehicles.

3.1.10 Paint

3.1.10.1 Must be manufacturer standard color paint for this unit.

3.1.11 Miscellaneous:

A. Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

B. Unit shall be delivered: to WVDOT with all manufacturers recommended safety related decals and safety features intact.

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3.2.1 Vendor Responsibility:

3.2.1.1 The vendor is responsible to furnish a solar powered message board that is properly engineered and that confirms to all and any laws governing such equipment.

3.2.2 Representative Unit for Test:

3.2.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.2.3 Operating and Service Manuals and Parts Lists:

3.2.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: JD Haller. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.2.4 Training:

3.2.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble-shooting with each purchase order against this open end contract.

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Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to:

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

3.2.5 Preventative Maintenance & Operator Procedures:

3.2.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

3.2.6 Warranty and Service Policy:

3.2.6.1 The unit must be accompanied upon delivery by the unit's manufacturers executed standard warranty and service policy. Minimum one(1) year parts and labor

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 Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total.

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Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains 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:
Crystal.G.Hustead@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms 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 90 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. A completed pilot model for inspection must be provided within 60 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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cause harm to an Agency will 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 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

7. MISCELLANEOUS:

7.1 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.

7.2 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: Klm Jack
Telephone Number: 418-654-1303
Fax Number: 418-654-0517
Email Address: kim.jack@ver-mac.com

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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 remedy 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.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

☒ **Automobile Liability Insurance** in at least an amount of: \$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.

☐

☐

☐

☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

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

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

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

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

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

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

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

(Printed Name and Title) Kim Jack, Director of Internal sales

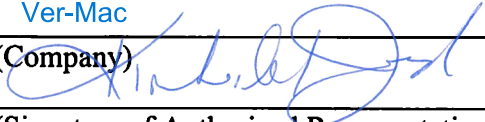
(Address) 3479 Pollok Drive. Conroe, TX, 77303

(Phone Number) / (Fax Number) 418-654-1303/418-654-0517

(email address) kim.jack@ver-mac.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Ver-Mac
(Company) 

(Signature of Authorized Representative)
Kim Jack, Director of Internal sales

(Printed Name and Title of Authorized Representative) (Date)
418-654-1303/418-654-0517

(Phone Number) (Fax Number)
kim.jack@ver-mac.com

(Email Address) _____



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1748922			Reason for Modification: ADDENDUM NO_1 Attach Pre-Bid Sign-in Sheets
Doc Description: Trailer Mtd. Solar Powered Message Boards			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-12	2025-09-02 13:30	CRFQ 0803 DOT2600000007	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 233055
Vendor Name : Ver-Mac
Address :
Street : 3479 Pollok Drive
City : Conroe
State : Texas **Country :** USA **Zip :** 77303
Principal Contact : Kim Jack
Vendor Contact Phone: 418-64-1303 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

98-1359787

DATE

2025-09-02

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

ADDITIONAL INFORMATION
ADDENDUM NO_1
Addendum No_1 issued to publish and distribute the attached information to the Vendor Community
REQUEST FOR QUOTATION:
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for: Full Matrix Trailer Mounted Solar Powered Message Board. AMSIG CMST333 or equal model. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Message Boards	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161520			

Extended Description:
Full Matrix Trailer Mtd. Solar Powered Message Boards

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting - 10:00am Equipment Div	2025-08-12
2	Tech Questions due by 10:00am	2025-08-20

	Document Phase	Document Description	Page 3
DOT2600000007	Final	Trailer Mtd. Solar Powered Message Boards	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1748922			Reason for Modification:
Doc Description: Trailer Mtd. Solar Powered Message Boards			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-07-29	2025-09-02 13:30	CRFQ 0803 DOT2600000007	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 233055
Vendor Name : Ver-Mac
Address :
Street : 3479 Pollok Drive,
City : Conroe,
State : Texas **Country :** USA **Zip :** 77303
Principal Contact : Kim Jack
Vendor Contact Phone: 418-654-1303 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 98-1359787 **DATE** 2025-09-02

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for: Full Matrix Trailer Mounted Solar Powered Message Board. AMSIG CMST333 or equal model. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Message Boards	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161520			

Extended Description:
Full Matrix Trailer Mtd. Solar Powered Message Boards

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting - 10:00am Equipment Div	2025-08-12
2	Tech Questions due by 10:00am	2025-08-20

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DOT2600000007	Final	Trailer Mtd. Solar Powered Message Boards	

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