



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
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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

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

Procurement Folder: 1879925

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: VS0000021952

SO Doc ID: DOT2600000054

Legal Name: DANA SAFETY SUPPLY INC

Published Date: 1/22/26

Alias/DBA:

Close Date: 2/4/26

Total Bid: \$229,616.25

Close Time: 13:30

Response Date: 02/03/2026

Status: Closed

Response Time: 13:14

Solicitation Description: Whelen Lighting products or Equal

Responded By User ID: msevigny@dana

Total of Header Attachments: 3

First Name: Mark

Total of All Attachments: 3

Last Name: Sevigny

Email: msevigny@danasafetysupp

Phone: 8133484866



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: 1879925

Solicitation Description: Whelen Lighting products or Equal

Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-02-04 13:30	SR 0803 ESR02032600000004453	1

VENDOR

VS0000021952
DANA SAFETY SUPPLY INC

Solicitation Number: CRFQ 0803 DOT2600000054

Total Bid: 229616.25

Response Date: 2026-02-03

Response Time: 13:14:55

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	1X2AAAA - LIBERTY II 54" LIGHTBAR	100.00000	EA	1269.540000	126954.00

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal Alegiant 53" amber lightbar

Extended Description:

1X2AAAA - LIBERTY II 54" LIGHTBAR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TLM12F - T SERIES SUPER LED	50.00000	EA	91.890000	4594.50

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal Micropulse light.

Extended Description:

TLM12F - T SERIES SUPER LED

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	VTX609C - VORTEX SUPER LED LIGHTHEAD	50.00000	EA	63.580000	3179.00

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal corner lights 416900 series.

Extended Description:

VTX609C - VORTEX SUPER LED LIGHTHEAD

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	TIONBKT2 - ADJ. LICENSE PLATE BRACKET FOR TLI LIGHTHEAD	60.00000	EA	28.700000	1722.00

Comm Code	Manufacturer	Specification	Model #
31162500			

Commodity Line Comments: Federal Signal license plate bracket.

Extended Description:

TIONBKT2 - ADJ. LICENSE PLATE BRACKET FOR TLI LIGHTHEAD

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	OSF02FCR - MEGA T SERIES SURFACE MOUNT	100.00000	EA	93.970000	9397.00

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal MicroPulse C series perimeter light.

Extended Description:

OSF02FCR - MEGA T SERIES SURFACE MOUNT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	PSBKT90 - 90 DEGREE MOUNTING BRACKET FOR 1 STRIP LIGHT	50.00000	EA	22.080000	1104.00

Comm Code	Manufacturer	Specification	Model #
31162500			

Commodity Line Comments: Federal Signal MicroPulse mounting kit.

Extended Description:

PSBKT90 - 90 DEGREE MOUNTING BRACKET FOR 1 STRIP LIGHT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PCC4W - SWITCH BOX W/FOUR 25 AMP SWITCHES	60.00000	EA	77.270000	4636.20

Comm Code	Manufacturer	Specification	Model #
25172901			

Commodity Line Comments: Federal Signal 4 switch control with bracket

Extended Description:

PCC4W - SWITCH BOX W/FOUR 25 AMP SWITCHES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	U180F - SURFACE MOUNT DUO AMBER/WHITE	80.00000	EA	104.860000	8388.80

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal MicroPulse wide angle.

Extended Description:

U180F - SURFACE MOUNT DUO AMBER/WHITE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	TCRWX5 - TRACER WECANX SERIES 5 LAMP HOUSING ARRAY	50.00000	EA	827.900000	41395.00

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal DynaFlare running light 5FT

Extended Description:

TCRWX5 - TRACER WECANX SERIES 5 LAMP HOUSING ARRAY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	TCRLBKT - L BRACKET HARDWARE	60.00000	EA	27.600000	1656.00

Comm Code	Manufacturer	Specification	Model #
31162500			

Commodity Line Comments: Federal Signal DynaFlare bracket

Extended Description:

TCRLBKT - L BRACKET HARDWARE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	CCTL - 3 SECTION CONTROL HEAD, 21 PUSH BUTTON 4 POSITION	40.00000	EA	165.480000	6619.20

Comm Code	Manufacturer	Specification	Model #
25172901			

Commodity Line Comments: Federal Signal 21 button Convergence

Extended Description:

CCTL - 3 SECTION CONTROL HEAD, 21 PUSH BUTTON 4 POSITION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	CEM16 - 4 INPUT WECANX EXPANSION MODULE	40.00000	EA	198.450000	7938.00

Comm Code	Manufacturer	Specification	Model #
25172901			

Commodity Line Comments: Federal Signal FSDIRECT OBD direct module

Extended Description:

CEM16 - 4 INPUT WECANX EXPANSION MODULE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	WCCBL100 - WECANX COMMUNICATION CABLE	60.00000	EA	82.790000	4967.40

Comm Code	Manufacturer	Specification	Model #
25172901			

Commodity Line Comments: Federal Signal OBD cable interface

Extended Description:

WCCBL100 - WECANX COMMUNICATION CABLE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	TCRB42 - RUNNING BOARD MOUNTING KIT 6 LAMP TRACER	40.00000	EA	27.600000	1104.00

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal DynaFlare bracket

Extended Description:

TCRB42 - RUNNING BOARD MOUNTING KIT 6 LAMP TRACER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	LINSV2A - V SERIES 180 DEGREE PUDDLE LIGHT	45.00000	EA	132.470000	5961.15

Comm Code	Manufacturer	Specification	Model #
39111706			

Commodity Line Comments: Federal Signal MicroPulse wide angle pro.

Extended Description:

LINSV2A - V SERIES 180 DEGREE PUDDLE LIGHT

REQUEST FOR QUOTATION
Whelen lighting products or equal

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways to establish an open-ended contract for Whelen lighting products or equal,

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 **“PSI”** means an abbreviation pounds per square inch.

2.6 **“Total Bid Price”** means the sum of the bid item total column.

2.7 **“GVWR”** means gross vehicle weight rating.

2.8 **“±”** means plus or minus.

2.9 **“MM”** means millimeter

2.10 **“SAE”** means Society of Automotive Engineers.

2.11 **“LED”** means light-emitting diode.

2.12 **“SAE J845”** Refers to omnidirectional or 360-degree optical warning lights.
<https://www.safetylightsandsignals.com/p-1167-what-is-the-difference-between-sae-class-1-sae-class-2-and-sae-class-3-warning-lights.aspx>

2.13 **“ITL3”** means Two takedown lights.

2.14 **“IWDLA”** means 1 long amber single-color light head.

**REQUEST FOR QUOTATION
Whelen lighting products or equal**

2.15 “IWDSA” means 1 short amber single-color light head.

2.16 “IA3” means two alley lights.

2.17 “IXPHOTO” means photocell.

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

- 3.1.1.1** The unit specified herein and offered shall be manufactured on or after January 1, 2026, and will be clearly identified and marked with date of manufacture.
- 3.1.1.2** Vendor may provide a product pricing sheet with bid.
- 3.1.1.3** Light bars shall use Hard-coated lenses. Hard coating shall be a separate process of clear coating applied to a poly lens.
- 3.1.1.4** Light bars that use clips to hold the dome cover in place shall not be accepted.
- 3.1.1.5** Prototypes and demonstrator models will not be accepted.
- 3.1.1.6** The 24-month warranty shall also include 48-hour factory turnaround repair service.
- 3.1.1.7** Operating voltage shall be 10 to 16-volt DC.
- 3.1.1.8** Module shall be solid state with built in reverse polarity protection.
- 3.1.1.9** Shall be SAE Class 1 and California title XIII certified.

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- 3.1.1.10 Color(S) displayed by bar light shall be picked when order is placed.
- 3.1.1.11 LEDs shall be permanently mounted within a single removable parabolic reflector.
- 3.1.1.12 Halogen or incandescent bulbs shall not be accepted.

3.1.2 Liberty II Lightbar OR Equal

- 3.1.2.1 Lightbar thickness shall be 2.8 inches tall by 11 3/8 inches wide. ± one half inch not including mounting feet.
- 3.1.2.2 Lightbar lengths bid shall be 44 inches, 48 inches and 54 inches. ± one inch.
- 3.1.2.3 Top of light shall have an aluminum cover secured by a minimum of 4 screws.
- 3.1.2.4 **44 inch Barlight** shall have a minimum 114 LED count and contain one ITL3 or equal take-down module, six IWDLA or equal long amber flasher module, one IA3 or equal alley light module, one IXPHOTO or equal photocell module and four IWDSA or equal short amber flasher module.
- 3.1.2.5 **48 inch Barlight** shall have a minimum 120 LED count and contain one ITL3 or equal take down light module, ten IWDLA or equal long amber flasher module, one IA3 or equal alley light module and one IXPHOTO or equal photocell module.
- 3.1.2.6 **54 inch Barlight** shall have a minimum 132 LED count and contain one ITL3 or equal take down light module, ten IWDLA or equal long amber flasher module, four IWDSA or equal short amber flasher, one IA3 or equal alley light module and one IXPHOTO or equal photocell module.
- 3.1.2.7 Lens shall be clear.
- 3.1.2.8 Seals shall be molded with injections.

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- 3.1.2.9** Must have 360-degree light projection.
- 3.1.2.10** Must be a minimum 12 diode linear-LED corners
- 3.1.2.11** Shall have point to point wiring between the I/O board and each light head.
- 3.1.2.12** Must have a 2 conductor 8-gauge power and ground minimum of 17 feet in length passenger side exit cable.
- 3.1.2.13** Shall have 17 conductor 22-gauge control cable passenger side exit minimum 17 feet in length.
- 3.1.2.14** Shall have a photocell to automatically switch lightbar to low power mode for night operation for night safety.
- 3.1.2.15** Standard mounting kit included shall include a combination permanent mount and gutter mount. Gutter straps must be compatible with late model vehicles including Dodge, Ford, and GM pickup trucks.
- 3.1.2.16** Shall have a minimum 24-month parts and labor warranty. LEDs shall have a warranty period of 5 years.

3.1.3 ION T WHITE 5.2 INCH OR EQUAL

- 3.1.3.1** Illuminated color shall be White.
- 3.1.3.2** Lenses shall be hard coated.
- 3.1.3.3** Surface mounting shall use a maximum of two screws.
- 3.1.3.4** Light bezel shall be black.
- 3.1.3.5** Light shall have a 4-wire pigtail 6 inches in length.
- 3.1.3.6** Shall be a maximum of 5.2 inches in length \pm one half inch.
- 3.1.3.7** Shall be a maximum width of 1.5 inches \pm one eighth inch
- 3.1.3.8** Shall be 1/2 thick from base of mounting flange to face of light. \pm one eighth inch.

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3.1.3.9 Must have a minimum 5-year warranty.

3.1.4 MINI T WHITE 3.9 INCH OR EQUAL.

- 3.1.4.1** Lenses shall be hard coated.
- 3.1.4.2** Surface mounting shall use a maximum of two screws.
- 3.1.4.3** Light bezel shall be black.
- 3.1.4.4** Light shall have a 4-wire pigtail 6 inches in length.
- 3.1.4.5** Shall be a maximum of 3.9 inches in length \pm one half inch
- 3.1.4.6** Shall be a maximum width of 1.5 inches \pm one eighth inch
- 3.1.4.7** Shall be one half inch thick from base of mounting flange to face of light. \pm one eighth inch
- 3.1.4.8** Illuminated color shall be White.
- 3.1.4.9** Must have a minimum 5-year warranty.

3.1.5 ION T AMBER 5.2 INCH OR EQUAL

- 3.1.5.1** Illuminated color shall be Amber.
- 3.1.5.2** Lenses shall be hard coated.
- 3.1.5.3** Surface mounting shall use a maximum of two screws.
- 3.1.5.4** Light bezel shall be black.
- 3.1.5.5** Light shall have a 4-wire pigtail 6 inches in length.
- 3.1.5.6** Shall be a maximum of 5.2 inches in length \pm one half inch
- 3.1.5.7** Shall be a maximum width of 1.5 inches \pm one eighth inch
- 3.1.5.8** Shall be $\frac{1}{2}$ inch thick from base of mounting flange to face of light. \pm one eighth inch.

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3.1.5.9 Must have a minimum 5-year warranty.

3.1.6 MINI T AMBER 3.9 INCH OR EQUAL.

- 3.1.6.1** Lenses shall be hard coated.
- 3.1.6.2** Surface mounting shall use a maximum of two screws.
- 3.1.6.3** Light bezel shall be black.
- 3.1.6.4** Light shall have a 4-wire pigtail 6 inches in length.
- 3.1.6.5** Shall be a maximum of 3.9 inches in length \pm one half inch
- 3.1.6.6** Shall be a maximum width of 1.5 inches \pm one eighth inch
- 3.1.6.7** Shall be one half inch thick from base of mounting flange to face of light. \pm one half inch
- 3.1.6.8** Illuminated color shall be Amber.
- 3.1.6.9** Must be a minimum 5-year warranty.

3.1.7 Warranty:

- 3.1.7.1** The 24-month warranty shall also include 48-hour factory turnaround repair service.
- 3.1.7.3** Shall have a minimum 24-month parts and labor warranty. LEDs shall have a warranty period of 5 years.

4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:

- 4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Cost as shown on the Pricing Pages.
- 4.2 Discount Percentage:** Vendor may quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Contract Item.

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The resulting Adjusted Unit Price shall be the price Agency pays for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Adjusted Unit Price for each Contract Item.

The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

4.3 Markup Percentage: Vendor may quote a single Markup Percentage that will increase the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pays for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Markup Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Markup Percentage and the Adjusted Unit Price for each Contract Item.

The Markup Percentage and subsequent Adjusted Unit Price derived from that markup must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

Vendor shall only quote a Discount Percentage or a Markup Percentage per Solicitation. If a solicitation response contains both a Discount Percentage and a Markup Percentage for the same bid response, the bid response will be disqualified.

4.4 Pricing Pages: Vendor shall complete the Pricing Pages (Exhibit A) by inserting either a Discount Percentage or a Markup Percentage. Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. **Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages.** Vendor should complete the Pricing

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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. All Contract Items contained on the Pricing Pages shall be bid as "NEW". Rebuilt or reconditioned pricing will not be accepted for bidding purposes. 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through WVOasis or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
John.W.Estep@wv.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

PLEASE READ THIS SECTION IN IT'S ENTIRETY IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

*Vendor **MUST** complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, Vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.*

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 must 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.

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6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after orders are received. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. The vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.

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

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 must 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.

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 remedy shall be available to Agency upon default.

7.2.1 Immediate cancellation of the contract.

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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 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.

8.3 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: Mark Sevigny

Telephone Number: 813-348-4866

Fax Number: N/A

Email Address: bids@danasafetysupply.com

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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.

State of West Virginia must be listed as additional insured on insurance certificate.

Certificate holder shall read as follows:

State of West Virginia
1900 Kanawha Blvd E., Bldg 5
Charleston, WV 25301

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) Mark Sevigny, Bids and Contracts Manager

(Address) 6801 E. Adamo Dr. Tampa, FL33619

(Phone Number) / (Fax Number) 813-348-4866 No Fax

(email address) bids@danasafetysupply.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.

Dana Safety Supply, Inc.

(Company)

Mark Sevigny

(Signature of Authorized Representative)

Mark Sevigny, Bids and Contracts Manager

(Printed Name and Title of Authorized Representative) (Date)

813-348-4866 No Fax

(Phone Number) (Fax Number)

bids@danasafetysupply.com

(Email Address)

VENDOR: <u>Dana Safety Supply</u>	Whelen Lighting Products or Equal - Pricing Page
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Discount Percentage** 0.00% (Please enter as a negative. Example discount of 5% should be -5.0%)

Markup Percentage** 0.00%

(Only 1 of these fields should be marked)

Item No.	WHELEN OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
1	Part No. 1XAAAAA Description: Liberty II 54" Light Bar	Part No. ALGT53JX-AMBR3H6C Description:	100	EA	\$ 3,880.00	1.00	-67.28%	\$ 1,269.54	\$126,953.60
2	Part No. TLM12F Description: T Series Super LED	Part No. MPS62U-AW Description:	50	EA	\$ 225.00	1.00	-59.16%	\$ 91.89	\$4,594.50
3	Part No. VTX609C Description: Vortex super LED lighthead	Part No. 416912-W Description:	50	EA	\$ 144.00	1.00	-55.85%	\$ 63.58	\$3,178.80
4	Part No. TIONBKT2 Description: Adjustable license plate bracket for TLI lightheads	Part No. IPX-LPVX1 Description:	60	EA	\$ 54.00	1.00	-46.86%	\$ 28.70	\$1,721.74
5	Part No. PSF02FCR Description: Mega T series surface mount	Part No. MPSC2-AW Description:	100	EA	\$ 224.00	1.00	-58.05%	\$ 93.97	\$9,396.80
6	Part No. PSBKT90 Description: 90 degree mounting bracket for 1 strip light	Part No. MPSMC-LBWN Description:	50	EA	\$ 41.00	1.00	-46.15%	\$ 22.08	\$1,103.93
7	Part No. PCC4W Description: Switch box w/four 25 amp switches	Part No. SW200-B Description:	60	EA	\$ 208.00	1.00	-62.85%	\$ 77.27	\$4,636.32
8	Part No. U180F Description: Surface mount duo AMBER/WHITE	Part No. MPSW9-BAW Description:	80	EA	\$ 319.00	1.00	-67.13%	\$ 104.86	\$8,388.42

Item No.	WHELEN OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
9	Part No. TCRWX5 Description: Tracer wecanx series 5 lamp housing array	Part No. DR5-AGW Description:	50	EA	\$ 1,920.00	1.00	-56.88%	\$ 827.90	\$41,395.20
10	Part No. TCRLBKT Description: L BRACKET HARDWARE	Part No. DRBKTK-RB-UNIV Description:	60	EA	\$ 75.00	1.00	-63.20%	\$ 27.60	\$1,656.00
11	Part No. CCTL7 Description: 3 Section control head 21 push button 4-position	Part No. Z862304711A Description:	40	EA	\$ 1,009.00	1.00	-83.60%	\$ 165.48	\$6,619.04
12	Part No. CEM16 Description: 4 Input wecanx expansion module	Part No. OBDMOD16 Description:	40	EA	\$ 450.00	1.00	-55.90%	\$ 198.45	\$7,938.00
13	Part No. WCCBL100 Description: WECANX Communication Cable	Part No. OBDCABLE6-1 Description:	60	EA	\$ 249.00	1.00	-66.75%	\$ 82.79	\$4,967.55
14	Part No. TCRB42 Description: Running board mounting kit 6 lamp tracer	Part No. DRBKTK-RB-UNIV Description:	40	EA	\$ 75.00	1.00	-63.20%	\$ 27.60	\$1,104.00
15	Part No. LINSV2A Description: V Series 180 degree puddle light	Part No. MPSWP-A Description:	45	EA	\$ 293.00	1.00	-54.79%	\$ 132.47	\$5,960.94
Total Bid Price		 \$229,614.83							

CONTRACT MANAGER: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____