



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 4

List View

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

Procurement Folder: 510505

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0708

Vendor ID:

SO Doc ID: ABC1900000002

Legal Name: D P ASSOCIATES DIV

Published Date: 1/15/19

Alias/DBA:

Close Date: 1/22/19

Total Bid: \$122,000.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 4

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia
Solicitation Response

Proc Folder : 510505

Solicitation Description : Addendum No.02 - DUI/Texting Driving Simulator

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-01-22 13:30:00	SR 0708 ESR01141900000003186	1

VENDOR

VC0000004792
D P ASSOCIATES DIV

Solicitation Number: CRFQ 0708 ABC1900000002

Total Bid : \$122,000.00 Response Date: 2019-01-18 Response Time: 09:30:07

Comments: L3 Driver is pleased to submit a fully compliant bid for the DUI/Texting Driving Simulator. We look forward to serving you and providing a state of the art series 7 Driving Simulator. Please let us know if there are any questions or concerns on our response.

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
(304) 558-2157
brittany.e.ingraham@wv.gov

Signature on File

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	DUI/Texting Driving Simulator with 3 years of Warranty	1.00000	OR	\$122,000.000000	\$122,000.00

Comm Code	Manufacturer	Specification	Model #
25191736			

Extended Description : The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish a one time purchase to provide the WVABCA with a DUI/Texting Driving Simulator and 3 years of Warranty per the specifications and instructions contained in the solicitation.



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

State of West Virginia
 Request for Quotation
 27 — Miscellaneous

Proc Folder: 510505

Doc Description: Addendum No.02 - DUI/Texting Driving Simulator

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-15	2019-01-22 13:30:00	CRFQ 0708 ABC1900000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

L3 Technologies, Inc., D.P. Associates Division
 2961 West California Avenue, Suite F
 Salt Lake City, UT 84104
 Phone: 801-983-9900

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 13-3937436

DATE 17 Jan 19

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 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 Alcohol Beverage Control Administration (WVABCA) for the one-time purchase, training, installation, and warranty of a DUI/Texting driving simulator, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

The simulator package will involve the development of customized DUI scenarios, training, installation of software, and installation of the simulator in the trailer provided by the West Virginia Alcohol Beverage Control Administration (WVABCA).

INVOICE TO		SHIP TO	
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV25302 US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DUI/Texting Driving Simulator with 3 years of Warranty	1.00000	OR	\$122,000	\$122,000

Comm Code	Manufacturer	Specification	Model #
25191736	L3 Technologies, Inc.	Driving Simulator	7-Series

Extended Description :

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish a one time purchase to provide the WVABCA with a DUI/Texting Driving Simulator and 3 years of Warranty per the specifications and instructions contained in the solicitation.

SOLICITATION NUMBER: CRFQ ABC1900000002

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to modify the specifications per the attached.

2. Move the bid opening date.

Bid opening WAS: 01/17/2019 at 1:30 PM

Bid opening IS NOW: 01/22/2019 at 1:30 PM

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

The following specification shall be added:

9. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ABC19*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

L3 Technologies, Inc., D.P. Associates Division

Company

Authorized Signature

17 Jan 19

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 27 - Miscellaneous

Proc Folder: 510505

Doc Description: Addendum No.01 - DUI/Texting Driving Simulator

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-10	2019-01-17 13:30:00	CRFQ 0708 ABC1900000002	2

BID RECEIVING LOCATION

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

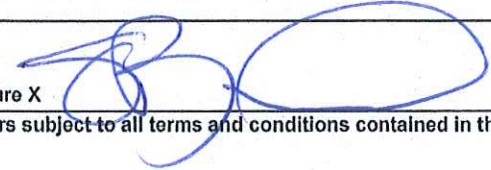
VENDOR

Vendor Name, Address and Telephone Number:

L3 Technologies, Inc., D.P. Associates Division
 2961 West California Avenue, Suite F
 Salt Lake City, UT 84104
 Phone: 801-983-9900

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-2157
 brittany.e.ingraham@wv.gov

Signature X  FEIN # 13-3937436 DATE 1/14/19

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 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 Alcohol Beverage Control Administration (WVABCA) for the one-time purchase, training, installation, and warranty of a DUI/Texting driving simulator, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

The simulator package will involve the development of customized DUI scenarios, training, installation of software, and installation of the simulator in the trailer provided by the West Virginia Alcohol Beverage Control Administration (WVABCA).

INVOICE TO		SHIP TO	
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV25302 US		ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DUI/Texting Driving Simulator with 3 years of Warranty	1.00000	OR	\$122,000	\$122,000

Comm Code	Manufacturer	Specification	Model #
25191736	L3 Technologies, Inc.	Driving Simulator	7-Series

Extended Description :

The West Virginia Purchasing Division is soliciting bids on behalf of WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) to establish a one time purchase to provide the WVABCA with a DUI/Texting Driving Simulator and 3 years of Warranty per the specifications and instructions contained in the solicitation.

SOLICITATION NUMBER: CRFQ ABC1900000002

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish vendor questions and agency responses.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**DUI/Texting Driving Simulator
CRFQ ABC1900000002
Vendor Questions and Agency Answers**

Q1.) If possible, we would like some additional information, and or pictures of the proposed trailer in order to ensure your trailer meets our installation specifications for mounting the driving simulator.

A1.) See Attached photos



MANUFACTURED BY : SPARTAN CARGO TRAILERS LLC
GVWR : 4531 KG (9990 LB)

SAWR (EACH AXLE)	WITH TIRES	RIMS AT
2359 KG (5200 LB)	ST225/75R15D	15 X 6 J

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE
ON THE DATE OF MANUFACTURE SHOWN ABOVE

V.I.N.: **50XBE1822KA011670** TYPE : TRAILER
SP8.5X18TA

WARNING **WAR**
The coupling will cause trailer to come **ALWAYS use safety ch**

3.1.1.1.8 Simulator must fit in an Agency owned enclosed trailer. The trailer dimensions are as follows:

- 3.1.1.1.8.1 Interior Length – 17ft 8in
- 3.1.1.1.8.2 Interior Width – 96in
- 3.1.1.1.8.3 Width between fender wells – 83in
- 3.1.1.1.8.4 Interior Height – 90in
- 3.1.1.1.8.5 Rear Door Opening- 82in W x 84 in HT

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ABC19*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

L3 Technologies, Inc., D.P. Associates Division

Company



Authorized Signature

1/14/19

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 10, 2019 at 10:00 AM

Submit Questions to: Brittany Ingraham
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: DUI/Texting Driving Simulator
 BUYER: Brittany Ingraham
 SOLICITATION NO.: CRFQ ABC1900000002
 BID OPENING DATE: January 17, 2019
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 17, 2019 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- 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.
- Employers Liability Coverage**
-
-
-

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.



(Name, Title)

Sean P. Brenke, Director

(Printed Name and Title)

2961 West California Ave., Suite F, SLC, UT 84104

(Address)

801-983-9900 / 801-983-9901

(Phone Number) / (Fax Number)

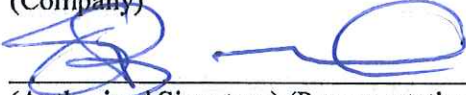
dpa.contracts@L3T.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

L3 Technologies, Inc., D.P. Associates Divison

(Company)



(Authorized Signature) (Representative Name, Title)

Sean P. Brenke, Director

(Printed Name and Title of Authorized Representative)

1/14/19

(Date)

801-983-9900 / 801-983-9901

(Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Alcohol Beverage Control Administration (WVABCA) for the one-time purchase, training, installation, and warranty of a DUI/Texting driving simulator. The simulator package will involve the development of customized DUI scenarios, training, installation of software, and installation of the simulator in the trailer provided by the West Virginia Alcohol Beverage Control Administration (WVABCA).

Current Environment: The enclosed trailer will be housed in a garage bay equipped with roll up door at the WVABCA warehouse in Nitro, WV. Please see 3.1.1.1.8 for the trailer measurements.

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.

2.2 **“Pricing Page”** means the pages contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **“Vendor”** 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.

2.5 **“Installer”** will refer to the vendor that has been awarded the contract and is in the installation portion of the project.

2.6 **“BAC”** will refer to blood alcohol concentration.

2.7 **“DUI”** will refer to driving under the influence.

2.8 **“Simulator”** will refer to simulator unit, all software and all hardware, related to the unit will be designated as the simulator. (mounting and technical)

3. **GENERAL REQUIREMENTS:**

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

3.1.1 **DUI/Texting Simulator (Simulator)**

3.1.1.1 **Cock pit**

REQUEST FOR QUOTATION
DUI Driving Simulator

- 3.1.1.1.1 The cock pit will provide an adjustable driver's seat with seatbelt. (seat adjusts forward and back)
- 3.1.1.1.2 The cock pit will provide an automotive style steering column with steering wheel, turn signals, gear shifter, hazard light button, headlight knob, and ignition.
- 3.1.1.1.3 The cock pit will provide an instrument panel containing a speedometer, temperature gauge, and fuel gauge.
- 3.1.1.1.4 The cock pit will provide a front windshield monitor with a minimum size of 42in and a maximum of 55in that will allow for input of visual driving conditions controlled by the provided software.
- 3.1.1.1.5 The cock pit will provide right and left side window monitors with a minimum size of 42in and a maximum of 55in that will allow for input of visual driving conditions controlled by the provided software.
- 3.1.1.1.6 The cock pit will provide an accelerator pedal and break that simulate the operation of a real vehicle.
- 3.1.1.1.7 The cock pit will be mounted on shock casters or similar shock absorbing mechanism to allow for easy movement of the system.
- 3.1.1.1.8 The simulator must fit in an Agency owned enclosed trailer. The trailer dimensions are as follows:
 - 3.1.1.1.8.1 Interior Length – 17ft 8in
 - 3.1.1.1.8.2 Interior Width – 96in
 - 3.1.1.1.8.3 Width between fender wells – 83in
 - 3.1.1.1.8.4 Interior Height – 90in
 - 3.1.1.1.8.5 Rear Door Opening- 82in W x 84 in HT
- 3.1.1.1.9 Once installed in the enclosed trailer, the simulator must be operational, must allow for clearance consistent with manufacturer recommendations and must allow persons to enter the cockpit with no obstructions.

3.1.1.2 Sound System

- 3.1.1.2.1 The simulator will be equipped with speakers that will create surround sound environment.

REQUEST FOR QUOTATION
DUI Driving Simulator

3.1.1.2.2 The simulator sounds will mimic vehicle operation sounds heard within the cab of an actual vehicle:

- 3.1.1.2.2.1 Engine Sounds
- 3.1.1.2.2.2 Transmission sounds (shifting)
- 3.1.1.2.2.3 Braking (sound from locking up the brakes)
- 3.1.1.2.2.4 Acceleration sounds

3.1.1.2.3 The simulator will mimic exterior road noises heard within the cab of an actual vehicle:

- 3.1.1.2.3.1 Road Surface (gravel, blacktop, dirt)
- 3.1.1.2.3.2 Potholes
- 3.1.1.2.3.3 Speed bumps and curb contact

3.1.1.2.4 The simulator will mimic exterior noises heard within the cab of an actual vehicle:

- 3.1.1.2.4.1 Collisions
- 3.1.1.2.4.2 Weather (wind, rain, thunder, and ice)
- 3.1.1.2.4.3 Emergency vehicle sirens
- 3.1.1.2.4.4 Passing vehicles
- 3.1.1.2.4.5 Car horns

3.1.1.3 Simulator Vehicle Control Programing

3.1.1.3.1 The simulator will be equipped with a device that will cause the steering wheel to shake and vibrate, mimicking the feel and the operation of an actual vehicle involved in the following situations:

- 3.1.1.3.1.1 Collision
- 3.1.1.3.1.2 Road surfaces
- 3.1.1.3.1.3 Snow and ice
- 3.1.1.3.1.4 Braking
- 3.1.1.3.1.5 Skidding
- 3.1.1.3.1.6 Rough roads and bumps

3.1.1.3.2 The simulator steering and braking will be controlled by the programming software to allow for the following:

- 3.1.1.3.2.1 Adjustment of reaction time to mimic the effects of increasing BAC levels.
- 3.1.1.3.2.2 Adjustment of reaction time to mimic the effects of adverse weather conditions.

3.1.1.4 Simulator Software

- 3.1.1.4.1** The simulator software will allow the instructor to control, increase or decrease, the BAC experienced by the driver.
- 3.1.1.4.2** The simulator software will allow the instructor to control the weather conditions experienced by the driver.
- 3.1.1.4.3** The simulator software will allow the instructor to control the lighting condition from daytime, nighttime, fog, rain, or snow experienced by the driver.
- 3.1.1.4.4** The simulator software will allow the instructor to control the driving terrain from mountains to flat roadways experienced by the driver.
- 3.1.1.4.5** The simulator software will allow the instructor to control the driving environment from urban to rural roadways experienced by the driver.
- 3.1.1.4.6** The simulator software will allow the instructor to customize scenarios to reflect interstates, highways and streets that are similar to those found throughout West Virginia with the driving scenarios.
- 3.1.1.4.7** The simulator software will allow for future upgrades and the addition of other simulator software, such as, emergency vehicle driver training, should the agency desires to add this or similar programs at a later date.
- 3.1.1.4.8** The simulator software will provide visual and auditory feedback for collisions.
- 3.1.1.4.9** The simulator software will be programmed to allow for the playback of a driving session upon completion of said session.
- 3.1.1.4.10** The simulator software will be installed and fully tested for functionality by the vendor to meet the specifications contained herein of the requirements.
- 3.1.1.4.11** System must include unlimited use license, while owned and operated by the State of West Virginia.

3.1.1.5 Instructor's Control Console

- 3.1.1.5.1** The simulator will have an instructor's control console (laptop or tablet) that will allow the instructor to enter scenarios and control external parameters, such as; weather, lighting conditions, and BAC.
- 3.1.1.5.2** The simulator's instructor's control console will allow the instructor to view the vehicles operation while the scenarios are in progress.

3.1.1.6 Installation

- 3.1.1.6.1** Simulator installation will be completed at the designated location of the WVABCA Distribution Center in Nitro, WV as listed in section 6.1, upon delivery.
- 3.1.1.6.2** System must operate on 120 VAC.
- 3.1.1.6.3** The installer will provide all necessary hardware to mount the simulator to the floor of the enclosed trailer provided by the WVABCA.
- 3.1.1.6.4** The installer will be responsible for making any modifications to the flooring of the WVABCA enclosed trailer to ensure secure mounting of the simulator.
- 3.1.1.6.5** The installer will install the simulator in the WVABCA enclosed trailer and ensure that all functions, accessories, and parts are working properly.

3.1.1.7 Testing

- 3.1.1.7.1** The installer shall demonstrate that all simulator components, hardware, software, and scenarios are in operational order, upon completion of installation. The installer will remain available to work through and troubleshoot any and all problems with the simulator and related simulator components, hardware, software, and scenarios until completion of installation.

3.1.1.8 Training

- 3.1.1.8.1** The installer will be responsible for providing sixteen (16) hours of onsite training and instructions to a maximum of ten (10) employees within no more than 2 to 3 concurrent

REQUEST FOR QUOTATION
DUI Driving Simulator

days, within thirty (30) calendar days of installation acceptance.

3.1.1.8.2 The WVABCA will provide the installer with a list of the designated personnel to be trained prior to said training.

3.1.1.8.3 Training must include the various uses of operation of the equipment and software in the following areas:

3.1.1.8.3.1 Trouble Shooting

3.1.1.8.3.2 Instructors console operation

3.1.1.8.3.3 Software operation / scenarios

3.1.1.8.3.4 Sound System

3.1.1.8.3.5 Vehicle Control Programing

3.1.1.8.3.6 Scenario Building

3.1.1.8.4 The installer will provide the training in Nitro, WV.

**WVABCA Distribution Center
Hub Industrial Park
97 Independent Ave.
Nitro, WV 25143**

3.1.1.9 Warranty

3.1.1.9.1 The vendor will provide a minimum 1-year manufacturer's warranty on any and all parts of the simulator as apart of their submitted bid response.

3.1.1.9.2 The vendor's warranty shall cover any and all repair(s) of the simulator and replacement(s) of any and all defective parts.

3.1.1.9.3 The vendor will be responsible for any costs associated with repairs, such as: travel costs and shipping costs.

3.1.1.9.4 The vendor will be responsible for making any and all software or hardware updates during the period of the warranty.

3.1.1.9.5 The vendor shall provide over the phone Technical Support and a toll-free telephone number that is staffed Monday through Friday excluding WV State and Federal holidays. The vendor shall also provide email support.

3.1.1.10 Extended Warranty

- 3.1.1.10.1** The installer will submit pricing for an additional two years of extended warranty.
- 3.1.1.10.2** The vendor's extended warranty shall cover any and all repair(s) of the simulator and replacement(s) of any and all defective parts.
- 3.1.1.10.3** The extended warranty will provide for the repair of the simulator and any and all costs associated with such repairs, such as: travel costs and shipping costs.
- 3.1.1.10.4** The extended warranty will include making any and all software or hardware updates.
- 3.1.1.10.5** The vendor shall provide over the phone Technical Support and a toll-free telephone number that is staffed Monday through Friday excluding WV State and Federal holidays. The vendor shall also provide email support.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Pages.
 - 4.1.1** Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
 - 4.1.2** Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by filling out the attached pricing page in full. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS) website. If unable to respond online, Vendor must submit the Pricing Page with their submitted bid prior to the schedule bid opening date.

REQUEST FOR QUOTATION
DUI Driving Simulator

Vendor should electronically enter the information into the Pricing Page through wvOASIS. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and total price for each line item.

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

4.2.1 Any product brochures to support vendor's product should be submitted with vendor's bid response. Vendor should identify those sections where product meets required specifications. These brochures and any supporting documentation may be required before award of contract.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 **Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a notice to proceed. Vendor shall deliver the Contract Items within ninety (90) calendar days after receiving a notice to proceed. Contract Items must be delivered to Agency at:

**WVABCA Distribution Center
Hub Industrial Park
97 Independent Ave.
Nitro, WV 25143**

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

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

6.3 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return

within five (5) days of being notified that items are unacceptable or, permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 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.

REQUEST FOR QUOTATION
DUI Driving Simulator

Contract Manager: Sean P. Brenke

Telephone Number: 801-983-9900

Fax Number: 801-983-9901

Email Address: dpa.contracts@L3T.com

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or services under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitates or negotiates the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____

Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: L3 Technologies, Inc., D.P. Associates Division

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



Pricing Sheet

Units	Description	Part Number	Unit Price	Total
DUI/Texting Driving Simulator				
1	Light Vehicle Sim 7-Series Driver Training Simulator (Automatic)	UT09257	\$92,000	\$92,000
	Interactive Driving Simulator (IDS) software	UT08971		
	Ford Interceptor SUV Vehicle			
	Chevy Caprice PPV			
	Skidpad Environment			
	Urban Driving Environment	UT04936		
	Light Vehicles	UT08228		
	Limo	UT05414		
	Utility Vehicles	UT04996		
	Instructor Operator System (IOS) Kit (1 IOS per 4 simulators)	UT09022		
	Training Services - Up to Three (3) consecutive days	UTTRAINING		
	Installation (1 day at one site, coincident with training)	UTINSTALL		
	First Year Full-Service Warranty	UTWARRANTY		
	Shipping and Handling	UTSHIPPING		
Hardware & Software Options				
1	Scenario Builder Tool (no cost option, 1 per IOS)	UT08823	\$7,500	\$0
	Includes an additional day of Training (Intro to Scenario Builder)			
1	D-Box Motion Base for Trailer (one per Seat Base)	UT08970	\$15,000	\$15,000
	Includes Simulator mounting kit for Trailer			
Miscellaneous Options				
2	One-Year Service Warranty Extension Per Simulator	UTEXTWARR	\$7,500	\$15,000
	(First Year Full-Service Warranty in included with Simulator)			
			Subtotal:	\$122,000
			Total Price:	\$122,000



L3 DPA Full Service Warranty Contract

L3 Technologies, Inc., a Delaware corporation, through its D.P. Associates division, with offices at 2961 West California Avenue, Salt Lake City, UT 84104, ("L3 DPA") and the Buyer enter into this Full Service Warranty Contract (the "Contract") for the support of L3 DPA's Simulator products (referred to collectively as "Product" herein) beginning on the Coverage Start Date set forth below. Subject to this Contract, L3 DPA agrees to provide the following support services with respect to L3 DPA's Simulator Products contained herein:

- Repair or replacement of defective parts & components.
- The costs for shipping parts out and bringing them back from the Buyer's location.
- On-Site field service support for labor and repairs.
- Toll Free Customer Service Phone Support 24 hrs a day, 7 days a week (1-800-595-5740).
- Remote diagnostics via internet connectivity between L3 DPA customer service and the Buyers simulator. (Buyer must provide voice and high-speed internet connection at the simulator)
- Software and hardware updates are included as defined in Section 5.

In consideration of the mutual agreement as set out in this Contract, the parties hereby agree as follows:

1. Coverage Start & Expiration Dates:

The warranty period will begin upon obtaining Buyers signature of the L3 DPA Installation and Training Acceptance form. The warranty period shall expire within one year after Buyer acceptance, unless otherwise agreed upon in writing by the parties.

2. Requesting Service & Service Hours:

To initiate and/or request service, the Buyer shall call 1-800-595-5740, 24 hours a day, seven (7) days a week. Technicians are available between the hours of 8 AM and 5 PM Mountain time Monday through Friday or by appointment. All calls received after regular business hours will be returned at the earliest possible time.

3. Troubleshooting and Repair:

When Buyer calls L3 DPA regarding a technical problem with their simulator, the Buyer and Customer Service technician will troubleshoot the problem. It is the

responsibility of the Buyer to maintain a voice and high-speed internet connection at the simulator(s) to diagnose the problem. Once the simulator has been diagnosed over the phone and the failure determined, L3 DPA will ship replacement part(s). When the part(s) are received, the Buyer will call L3 DPA Customer Service (800-595-5740) to receive telephone assistance to repair of their simulator. This process enables the simulator to be repaired as quickly as possible.

If the simulator is not repairable by the Buyer with the assistance of the L3 DPA technician via telephone, then L3 DPA will schedule a Field Service Engineer to visit the Buyer's site to repair and service the simulator. L3 DPA shall bear all travel-related costs (e.g., airfare, rental car, gas, lodging and meals) it incurs with respect to this Contract. On-site service will be provided during normal business hours at the Buyer's address. L3 DPA will determine the need for the on-site visit.

After the simulator has been repaired, the Buyer will return the defective part(s) and any other unused part(s) within ten (10) business days to L3 DPA using the



instructions and return shipping labels provided. If the part(s) are not received at L3 DPA within ten (10) business days after the problem has been resolved, the Buyer will be billed for the cost of the part(s).

Carry-in Service - Periodically, Buyer's Product may need to be removed and repaired at a L3 DPA authorized repair center, in which case, Buyer is responsible for delivering the product to and from the L3 DPA authorized repair center, located at 2961 West California Avenue, Salt Lake City, Utah 84104. If "carry-in" service is required or requested by Buyer, Buyer is responsible for delivering its product to and from the authorized repair center.

4. Moving Your Covered Product to a New Location in the USA:

Buyer may change its service address at any time by notifying L3 DPA in writing at the address set forth above. Damage incurred by moving Buyer's covered product is not covered under this Contract, unless the move is managed by L3 DPA. Cost of an L3 DPA-managed move is not covered under this contract.

5. Updates:

Software and hardware updates (if applicable to this product) will be defined by L3 DPA. These updates (where applicable) will be provided free of charge to the Buyer.

6. Service Contract Cancellation:

L3 DPA may cancel this Contract if any of the Buyer's obligations, agreements or promises contained in this Contract are breached, in which case, Buyer will be refunded a pro-rata amount of the Contract price, less (1) the Administrative Fee, and (2) the costs incurred by L3 DPA in making any repairs and/or rendering any service pursuant to this Contract, and (3) any other costs or expenses incurred by L3 DPA on account of such breach.

7. Service Contract Limitations:

7.1. Non-Original Manufacturer and Re-Manufactured Parts - Genuine factory parts will be used whenever possible, however, only L3 DPA authorized use of non-original manufacturer and re-manufactured parts is allowed under this Contract.

7.2. The Buyer shall be responsible for and shall defend, indemnify and hold harmless L3 DPA, its servants, agents and subcontractors from and against all claims, losses, damages, costs (including reasonable legal costs), expenses and liabilities of every kind or nature in respect of the personal injury or death of any personnel or third party and/or damage to third party property resulting from the negligence or willful misconduct of the Buyer, its servants, agents or sub-contractors under this Agreement.

7.3. L3 DPA shall not be liable for any loss, destruction or damage to Buyer's property, including any property which may be the subject of the order unless and then only to the extent that such loss, destruction or damage is a direct result of L3 DPA's willful misconduct.

7.4. IN NO EVENT SHALL L3 DPA BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

7.5. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF L3 DPA OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE PRICE PAYABLE FOR THE PRODUCT.

7.6. In the event that this limitation of liability conflicts with any other provisions of this Agreement, said provision shall be regarded as amended to whatever extent is required to make such provisions consistent with this provision.

7.7. Nothing in this clause shall exclude or limit either Party's liability to each other for death or personal injury; or fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited at law.

8. What is NOT Covered Under This Contract:

8.1. Repair or replacement of Product(s) or parts upon Buyer's noncompliance with any part of this agreements.



8.2. Coverage, components, products or items not specifically listed herein, or Products whose serial numbers have been removed or altered.

8.3. Any loss, damage or failure of any components or peripherals not installed by L3 DPA, an authorized representative of L3 DPA or under the direction of L3 DPA.

8.4. Any loss, damage or failure resulting from improper use, storage or operation.

8.5. Consumer replaceable items, including but not limited to batteries, tapes, ribbons, bulbs, air filters, fuses, belts, etc.

8.6. Loss, damage or failure resulting from unauthorized repairs, additions, or modifications performed by Buyer or third parties.

8.7. Any loss, damage or failure of the cabinet, housing, case or frame of the Product or any non-operating part, such as any plastic or decorative parts masks, or glass.

8.8. Any loss, damage or failure caused by conditions beyond L3 DPA's control, such as normal wear and tear, inadequate plumbing, wiring or electrical/power supply, power surge, rust, corrosion, infestation, negligence, abuse, misuse, theft, vandalism, acts of God, environmental conditions (e.g., fire, floods, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions), failure to follow L3 DPA's required maintenance, leaking batteries, excessive humidity or dampness.

8.9. Any loss, damage or failure of any software (other than software manufactured by L3 DPA).

8.10. Service outside of the United States and Canada is not covered. Coverage outside the US and Canada is limited to telephone support ONLY; replacement parts, shipping, taxes, duties, etc are not covered under the provisions of this contract.

9. Your Promises and Assurances:

In order for this Contract to remain in full force and effect during its term, Buyer promises and assures to: (1) fully cooperate with L3 DPA, L3 DPA technicians and authorized representatives during diagnosis and repair of the Product, (2) make the Product accessible to L3 DPA; (3) provide a non-threatening and safe environment for L3 DPA's on-site technicians, (4) provide the presence of

a responsible person during the service, (5) Report any problem or defect associated with the Product promptly upon Buyer's discovery of such defect or problem to the customer service department. (1-800-595-5740), (6) return, at L3 DPA's expense, failed part(s) within 10 business days, and (7) maintain in good operating condition (at Buyer site) a voice and high-speed internet connection required by L3 DPA for compatibility with the telecommunication equipment and software at L3 DPA's facility for support under this Contract.

10. Taxes:

10.1. Prices stated do not include local or state taxes. If the Buyer does not have a valid tax exemption, then the buyer shall be responsible for any and all sales taxes, use taxes, duties, including but not limited to import and export duties, and any other taxes or similar charges levied by any taxing authority, for Products or Services provided under this Proposal/Contract.

10.2. The Buyer further agrees to defend, indemnify and hold L3 DPA harmless from and against the aforesaid taxes, duties and charges as a result of performance hereunder, and all reasonable legal fees, costs and expenses incurred in connection therewith.

11. Governing Law:

11.1. In any dispute arising between L3 DPA and the Buyer, the parties shall first use all reasonable endeavors to resolve amicably in the ordinary course of business.

11.2. Nothing shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

11.3. This Agreement shall be governed by the State of New York laws and the parties hereby submit to the exclusive jurisdiction of the State of New York Courts.

12. General:

All Conditions of Sale outlined in the order are applicable to this warranty.

13. Force Majeure:

13.1. Neither Party shall be liable for nor deemed to be in default on account of delays in performance of any of



its obligations under this Agreement which are due directly or indirectly to any event or circumstance or combination of events or circumstances that is beyond the reasonable control of the affected Party and materially and adversely affect L3 DPA the performance by such Party of all or a part of its obligations under or pursuant to this Agreement. ("Force Majeure Event.")

13.2. For the avoidance of doubt, the Buyer shall not be relieved of its obligation to make timely payment associated with Services milestones achieved prior to the occurrence of a Force Majeure Event.

13.3. The affected Party shall give the other party timely notice after it becomes aware of any Force Majeure Event, which notice shall, to the extent practicable, specify the length of the delay anticipated and any additional costs, incurred or likely to be incurred, by reason of such Force Majeure Event and the Parties shall agree to amend the Buyer's order in accordance with clause 2.4 in the Conditions of Sale Agreement.

13.4. If a Force Majeure Event continues for a period of one hundred and eighty (180) consecutive days then this Agreement shall automatically terminate in accordance with clause 12.4 in the Conditions of Sale Agreement unless the Parties agree otherwise in writing.

14. Contract Renewal:

At the end of this Full Service Warranty Contract, L3 DPA has the option to renew and propose a Full Service Warranty extension or Maintenance Agreement for one (1) additional year. The renewal contract must be purchased thirty (30) days or more prior to warranty expiration. If this Contract has lapsed prior to renewal, Buyer agrees to pay an evaluation fee to assess the condition of the simulator and pay for any necessary repairs to attempt bringing it up to full operating condition.