



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 8

List View

### General Information

### Contact

### Default Values

### Discount

### Document Information

Procurement Folder: 705567

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0619

Vendor ID: VS0000012806

SO Doc ID: FIC2000000007

Legal Name: WEST VIRGINIA PUBLIC SAFETY EQUIPMENT LLC

Published Date: 4/7/20

Alias/DBA:

Close Date: 4/16/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 04/16/2020

Status: Closed

Response Time: 12:26

Solicitation Description: Vehicle Emergency Lights/Sirens  
WV Fire Marshals Office

Total of Header Attachments: 8

Total of All Attachments: 8



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

State of West Virginia  
Solicitation Response

Proc Folder : 705567

Solicitation Description : Vehicle Emergency Lights/Sirens

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-16 13:30:00	SR 0619 ESR04162000000006036	1

**VENDOR**

VS0000012806

WEST VIRGINIA PUBLIC SAFETY EQUIPMENT LLC

Solicitation Number: CRFQ 0619 FIC2000000007

Total Bid : \$0.00

Response Date: 2020-04-16

Response Time: 12:26:04

Comments:

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
(304) 558-7839  
john.w.estep@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	Lights and Sirens for WV State Fire Marshal's Office				

Comm Code	Manufacturer	Specification	Model #
39112307			

Extended Description :	Lights and Sirens for WV State Fire Marshal's Office

**Comments:** All equipment would ship 1-5 Weeks ARO.  
 Carson Siren substituted for Whelen 295SLSA6

Please complete the below pricing sheet to include with your bid, as follows:	
Catalog Name/Number:	Provide the name/number of the Catalog from which Catalog Price is taken; must match Catalog included with bid.
Catalog Page No.:	Provide the Page Number for the specific catalog item bid for this line; must match page number of catalog included with bid.
Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.
Discount %:	Provide the discount percentage being bid for this line's manufacturer; note: vendors may bid only one (1) unique discount percentage for each Type.
Type:	Describes the Type of Eligible Item, as specified in the Specifications document of the Request for Quotation
Vendor Item No.:	Provide the bidding vendor's item number for the item bid for this item.
Contract Unit Price:	Provide the price for which this item will be sold under the awarded contract; THIS PRICE MUST MATCH CATALOG PRICE WITH LISTED DISCOUNT %.
Total Bid (item):	Multiply Estimated Quantity by Contract Unit Price to calculate Total Bid for each item.
Total Bid for Sections:	Provide the Total of all Total Bid (Item) found above with in the Type. When responding in WVOasis, these will be the Unit Price for each Commodity Line.
TOTAL BID COST:	Add all Total Bids for Sections. If responding in WVOasis, this calculation occurs automatically.
A hard copy of this form must be included if bidding on paper; an electronic copy (Microsoft Excel preferred) should also be included with any paper bid, but MUST be included as an attachment on any bid submitted through WVOasis.	
Estimated Quantities listed on this Pricing Page are only estimates, included for bid evaluation purposes only. Actual quantities of Items listed on this Pricing Page, and Items not listed herein but included in the successful vendors catalog(s) may vary.	

Section 3.1 - Light Bars									
Item	Estimated Quantity	Catalog Name-Number	Catalog Page No.	Catalog Price	Discount %	Type	Vendor Item No.	Contract Unit Price	Total Bid (Item)
Whelen Liberty II / Solo Light Bar 48" (Model # 1X8WVSP1)	20			\$1,207.50	0.00%	Light Bars		\$1,207.50	\$24,150.00
Whelen Liberty II / DUO+ Light Bar 48" (Model # 1B8WVSP1)	20			\$1,804.35	0.00%	Light Bars		\$1,804.35	\$36,087.00
Whelen Legacy Solo Light Bar 48" (Model # G8WVSP1)	20			\$1,505.35	0.00%	Light Bars		\$1,505.35	\$30,107.00
Whelen EDGE XLP Series Light Bar - FORD Sedan Inner (Model # 1X30UFZ)	10			\$577.64	0.00%	Light Bars		\$577.64	\$5,776.40
Whelen EDGE XLP Series Light Bar - Avengeer Avn Linear (Model # 1X30HFZ)	10			\$577.64	0.00%	Light Bars		\$577.64	\$5,776.40
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Section 3.1 - General Supplies								
Item	Estimated Quantity	Catalog Name-Number	Catalog Page		Type	Vendor Item No.	Contract Unit Price	Total Bid (Item)
			No.	Catalog Price				
Whelen Siren-Switch Control ( Model # HHS3200 )	10			\$258.12	0.00%	MISC	\$258.12	\$2,581.20
Whelen Carson Sirens ( Model # SC-409 )	10			\$303.59	0.00%	MISC	\$303.59	\$3,035.90
Whelen Lens Rebuilder Kit ( Model # SLENLRK1 )	5			\$267.23	0.00%	MISC	\$267.23	\$1,336.15
Whelen Light Bar Mount Kits ( Model # RMNKEZ29 )	5			\$59.00	0.00%	MISC	\$59.00	\$295.00
Whelen Light Bar Strap Kits ( Model # STPKT )	20			\$59.00	0.00%	MISC	\$59.00	\$1,180.00
Whelen Emergency Vehicle Siren Speaker / Speaker Bracket ( Model # SA31SP )	20			\$146.93	0.00%	MISC	\$146.93	\$2,938.60
Total for Section 3.1 =								\$11,406.85

Section 3.1 – General Supplies									
Item	Estimated Quantity	Catalog Name-Number	Catalog Page No.	Catalog Price	Discount %	Type	Vendor Item No.	Contract Unit Price	Total Bid (item)
								\$-	\$-
								\$-	\$-
								\$-	\$-
								\$-	\$-
							Total for Section 3.1 =		\$-
	Estimated Quantity	Catalog Name-Number	Catalog Page No.	Catalog Price	Discount %	Type	Vendor Item No.	Contract Unit Price	Total Bid (item)
								\$-	\$-
							Total for Section 3.1 =		\$-
							TOTAL BID COST =		\$142,691.90

	DISCOUNT PERCENTAGE
LIGHT BARS	0%
WARNING LIGHTS	0%
GENERAL SUPPLIES	0%
VENDOR NAME:	WY Public Safety Equipment, LLC
CONTACT NAME:	David O'Neal, Jr.
EMAIL:	dave@wypes.com
PHONE:	304 - 216 - 6318

REQUEST FOR QUOTATION  
Vehicle Emergency Lights and Sirens

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State Fire Marshal's Office to establish a contract for Vehicle Emergency Lights and Sirens. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.
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 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
  - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
  - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
  - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
  - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
  - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally: Vehicle Emergency Lights and Sirens, including: Exterior and Interior Lightbars, Sirens, Grill Lights, Deck lights, Traffic Directors, etc.
  - 2.7 **"Pricing Page"** or **"Pricing Pages"** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in WV OASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.8 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia State Fire Marshal's Office.

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Vehicle Emergency Lights and Sirens

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**2.9 “Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.

**2.10 “Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.

**2.11 “Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

**2.12 “Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

**3. GENERAL REQUIREMENTS:**

**3.1 Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility, and most importantly Officer Safety. All major components must be designed and manufactured in the United States of America, including, LED panels, I/O cards, etc. Bids that contain major components manufactured outside of the United States are not acceptable. Vendors shall submit a list of all participating authorized distributors who will honor all terms and conditions of this contract. The list must include the name of the distributor, contract coordinator, mailing address, physical address, telephone numbers, (include toll free if available) and fax number, for each.

**3.1.1 Light Bars**

**3.1.2 LIBERTY II/SOLO**

The emergency vehicle Lightbar must be a Whelen Liberty II/Solo Model IX8WVSP1 as specified below.

Whelen Liberty Solo™ series LC lightbar model # IX8WVSP1 shall be provided. The 48” Liberty II lightbar shall incorporate an extruded

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**Vehicle Emergency Lights and Sirens**

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aluminum base chassis and a Uni-Dome construction top lenses with a liquid injection molded wiper seal divider for maximum protection against environmental elements. Metal top shields installed on the Uni-Domes shall provide protection from climatic conditions and provides passive solar radiation to direct heat away from internal components. The four blue corner modules shall consist of 12 blue Super-LEDs®, a clear optic collimator, and utilize a Diamond Optix™ metalized reflector for maximum output. All inboard modules shall consist of blue, amber, and red Super-LEDs® per WVSP specification, a clear optic collimator, and utilize a Diamond Optix™ metalized reflector for maximum output. The lightbar should be equipped with a pair of LED takedowns & alley lights. All electronic components shall be conformal coated to provide additional protection. The hard-coated lenses shall provide extended life/luster protection against UV and chemical stresses. The advanced thermal design shall reduce stress on the LED modules.

The IX8WVSP1 shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board shall have the ability to flash sixteen Super-LED warning lights. There shall be a data bank of 12 Scan-Lock™ flash patterns including steady burn, low power, and cruise light functions shall be included. The cruise light function shall allow the user the four corner modules as marker courtesy lights. The I/O board shall also have outputs to add takedown, alley lights, and auxiliary lights for each set of lights to be controlled in pairs.

The LED modules shall be installed with the aid of snap in mounting brackets. The solid state lightbar shall be vibration resistant. The lightbar will contain a 17' 17/c 22GA unterminated control cable and 17' 2/c 10GA unterminated power cable. All electronic components shall be covered by a five-year factory warranty. Optional photocell available to automatically dim the IX8WVSP1 at night. Additional lights and mount kits can be installed for an additional cost. Optional color lens filters available in blue, red, and amber.

Voltage: +12v

Size: (excluding mount kit) H=2.80", W=48.00", D=11.30"

Amps:1.50 Amps Corner Modules; 1.0 Amps Long Modules

Lens Color: Clear

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Vehicle Emergency Lights and Sirens

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**3.1.3 LIBERTY II DUO**

Whelen Liberty™ II DUO+™ series WC lightbar model # IB8WVSP1 shall be provided. The 48" Liberty II lightbar shall incorporate an extruded aluminum base chassis and a Uni-Dome construction top lenses with a liquid injection molded wiper seal divider for maximum protection against environmental elements. Metal top shields installed on the Uni-Domes shall provide protection from climatic conditions and provides passive solar radiation to direct heat away from internal components. The four blue corner modules shall consist of 18 blue Super-LEDs®, a clear optic collimator, and utilize a Diamond Optix™ metalized reflector for maximum output. All electronic components shall be conformal coated to provide additional protection. The hard-coated lenses shall provide extended life/luster protection against UV and chemical stresses. The advanced thermal design shall reduce stress on the LED modules.

The IB8WVSP1 shall have an electronic WeCan® I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board shall have the ability to flash sixteen Super-LED warning lights. The warning lights installed in the IB8WVSP1 shall have the option of either single color or two interleaved colors. The I/O board shall also have outputs to add takedown lights, alley lights, and auxiliary lights for each set of lights to be controlled in pairs. The I/O board shall be installed with brackets in the center of the base with point to point wiring to the LED modules. A WeCan control point module shall be provided with the ability to program the 18 inputs into the control point data bank using WeCan software. The 18 inputs can be programmed to activate multiple lightbar configuration combinations. The programming software shall be downloaded onto a host computer and installed onto the control point via the USB port.

The LED modules shall be installed with the aid of snap in mounting brackets. The solid state lightbar shall be vibration resistant. The lightbar will contain a 17' 17/c 20GA unterminated control cable and 17' 2/c 8GA unterminated power cable. All electronic components shall be covered by a five-year factory warranty. Optional photocell is available to install in the lightbar to automatically dim the IB8WVSP1 at night. Additional

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**Vehicle Emergency Lights and Sirens**

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lights and mount kits can be installed for an additional cost. Optional color lens filters available in blue, red, and amber.

Voltage: +12v

Size: (excluding mount kit) H=2.80", W=48.00", D=11.30"

Amps: 1.50 Amps Corner Modules; 1.0 Amps Long Modules

Lens Color: Clear

**3.1.4 LEGACY SOLO LIGHTBAR**

Whelen Legacy® Solo™ series WeCan® lightbar model # GS8WVSP1 shall be provided. The 48" Legacy lightbar shall incorporate an extruded aluminum base chassis and a Uni-Dome construction top lenses with a center liquid injection molded wiper seal divider for maximum protection against environmental elements. Metal top shields installed on the Uni-Domes shall provide protection from climatic conditions and provides passive solar radiation to direct heat away from internal components. The four blue multi-angled corner modules shall consist of 18 blue Super-LEDs®, a clear optic collimator, and utilize a Diamond Optix™ metalized reflector for maximum output. All electronic components shall be conformal coated to provide additional protection. The hard-coated lenses shall provide extended life/luster protection against UV and chemical stresses. The advanced thermal design shall reduce stress on the LED modules.

The GS8WVSP1 shall have an electronic WeCan I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board shall have the ability to flash twelve long and four short LED warning lights. The I/O board shall also have outputs to add takedown lights, alley lights, and auxiliary lights for each set of lights to be controlled in pairs. The I/O board shall be installed with brackets in the center of the base with point to point wiring to the LED modules. A WeCan control point module shall be provided with the ability to program 18 lightbar patterns into the data bank using WeCan software. The programming software shall be downloaded onto a host computer and installed onto the control point via the USB port.

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The LED modules shall be installed with the aid of snap in mounting brackets. The solid state lightbar shall be vibration resistant. The lightbar will contain a 17' 2/c 20GA unterminated power cable and 17' 2/c 10GA unterminated control cable. The GS8WVSP1 shall be SAE Class 1 and California Title XIII compliant. All electronic components are covered by a five-year factory warranty. The GS8WVSP1 shall have the ability to work in conjunction with the CenCon Sapphire or CanTrol control system. Optional photocell available to automatically dim the GS8WVSP1 at night. Additional lights and mount kits can be installed for an additional cost. Optional color filters available in blue, red, and amber.

Voltage: +12v

Size: (excluding mount kit) H=1.63", W=48.00", D=11.30"

Amps: 1.86 Amps Corner Modules; 1.24 Amps Long Modules, 0.62 Amps Short Modules      Lens Color: Clear

**3.1.5 GRILL/SIDE MARKER LIGHTS**

**3.1.6 Whelen Ion Universal Mount Warning Light**

Whelen ION™ Series Model # IONB warning light shall be provided. The warning light shall consist of six blue Super-LED® installed on a PCB board with a clear TIR reflector and clear optic lens. The IONB light assembly will be installed in a die cast black powder coated aluminum housing. The warning light shall include an internal flasher with 25 Scan-Lock™ flash patterns including steady burn. The IONB shall also provide a synchronize feature. The conformal coated PC boards shall provide protection against environmental elements. The hard-coated lens shall provide extended life/luster protection against UV and chemical stresses. The lens assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The IONB will be vacuum tested for seal integrity and shall be vibration resistant. The IONB shall be furnished with 12" unterminated pigtail. The IONB will meet SAEJ 595 requirements. The IONB is covered by a five-year factory warranty. The IONB shall include a universal mount kit with

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additional mounting options available to be purchase separately. Voltage: +12v Size: H=1.02", W=4.09", D=1.33" Amp Draw: 1.00 Amps Peak / 0.40 Amps Average  
Lens Color: Clear

**3.1.7 V-SERIES™ ION™ 3-IN-1 SURFACE MOUNT WARNING LIGHT**

Whelen V-Series™ Model # IONSV3B combination three-in-one surface mount light shall be provided. The IONSV3B configuration shall include a warning light, flood/alley light, and ground illumination light. The warning light shall consist of six blue Super-LED® installed on a V-light PC board with a TIR V-light reflector. The V-light PC board shall have one white Super-LED installed in the center to function in conjunction with the alley/flood light. The V-light PC board will also have four white Super-LED installed below to work independently as the ground illumination light. The main PC board shall have two white Super-LED that operate with the center white Super-LED as a flood/alley light. The IONSV3B shall have a hard-coated optic V-light clear lens with (High Definition Optics) HDO™ technology. The IONSV3B will be installed in a heavy-duty black powder coated cast aluminum alloy surface mount housing.

The warning light shall include an internal flasher with 25 Scan-Lock™ flash patterns including steady burn. The IONSV3B shall also provide a synchronize feature. The flood/alley and ground illumination light shall be set to steady burn. The conformal coated PC boards shall provide protection against environmental elements. The hard-coated lens shall provide extended life/luster protection against UV and chemical stresses. The lens assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The IONSV3B will be vacuum tested for seal integrity and shall be vibration resistant.

The IONSV3B shall be furnished with 12"unterminated pigtail. The mounting kit includes a black TPE gasket, and mounting hardware for horizontal mounting. The IONSV3B is covered by a five-year factory warranty.

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Vehicle Emergency Lights and Sirens

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Voltage: +12v    Size: H=1.69", W=5.91", D=1.98"

Amp Draw Warning Light: 0.765 Amps    Amp Draw Alley: 0.31 Amps

Amp Draw Ground Light: 0.120 Amps    Lens Color: Clear

**3.1.8 TRAFFIC ADVISOR**

**3.1.9 DUO Traffic Advisor**

Whelen front load Duo Traffic Advisor™ model # TADF6 shall be provided. The traffic advisor shall incorporate a rectangular extruded black powder coated aluminum chassis with six split color Linear LED® lights with waterproof connectors. The Linear LED lights shall have six amber and six of the selected color Super-LED® installed with a lens reflector assembly. The lens reflector assembly shall consist of a metalized reflector with a clear optic collimator and a clear non-optic hard coated polycarbonate lens. The hard-coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board shall provide additional protection against environmental elements. The TADF6 will contain an encapsulated Duo traffic advisor flasher to control the light modules.

The solid-state traffic advisor shall be vibration resistant. The TADF6 is a front load design traffic advisor for easy serviceability and replacement of the Super-LED modules. The TADF6 shall have seven flash patterns for the warning lights and four traffic advisor direction flash patterns for the amber lights. The no charge model number TDP\*\*\*\*\* will be used to order the light package. The TADF6 will contain a 2/C 14GA 20' power cable and a 4/C 22GA control cable. Customized cable lengths shall be available for the TADF6 for an additional charge. The TADF6 requires an optional TADCTL1 control head or customer supplied switches to operate the traffic advisor. The LED modules are covered by a five-year factory warranty. The TADF6 shall have four stainless steel slide bolts with hardware to surface mount. Voltage: +12v    Size: H=2.35", W=34.01", D=2.38"    Amp Draw: 1.0 Amps per each half of the light head  
Lens Color: Clear

**3.1.10 INTERIOR LIGHT BAR**

**3.1.11 FORD UTILITY INTERIOR LIGHT BAR**

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Vehicle Emergency Lights and Sirens

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A Whelen Inner Edge® XLP Series model # IX50UFZ shall be provided. The IX50UFZ will have the ability to be installed in the upper front windshield of the 2020 Ford Interceptor Utility. The Inner Edge shall incorporate one driver side and one passenger side anodized extruded aluminum black powder coated housings. Each housing will contain five CON3™ Super-LED® modules with one inboard Super-LED take down light. The CON3 modules shall consist of three Super-LEDs with a metalized CON3 reflector and clear optic snap-on lens installed on an Inner Edge mounting bracket. The take down lights shall consist of three Super-LEDs with a metalized CON3 reflector installed on an Inner Edge mounting bracket. All electronic components conformal coated PC boards shall provide additional protection against environmental elements. The driver and passenger side assemblies shall be attached by a 27.5" loom harness.

The IX50UFZ shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board data bank will include 40 Scan-Lock™ flash patterns for the warning lights including California steady burn and low power. The I/O board will allow the take down light to have three flash patterns including steady burn. All light modules shall be installed in the IX50UFZ with the aid of black passivate stainless steel screws. The solid state lightbar shall be vibration resistant. The Inner Edge will contain a 20' 9/c 18GA unterminated control cable. The light package for the IXP50UFZ shall be ordered using model numbers IXP\*\*\*\* and IXD\*\*\*\* as a separate line item at no additional charge. All electronic components are covered by a five-year factory warranty. The IX34UFZ shall include a permanent mount kit with hardware.

Voltage: +12v    Size of Each Housing: (Maximum Length) H=1.73", W=13.33", D=3.22"    Amp Draw: 0.38 Amps per Warning Modules; 0.38 Amps per Take Down Modules    Lens Color: Clear

**3.1.12 FORD SEDAN INTERIOR LIGHT BAR**

A Whelen Inner Edge® XLP Series model # IX38UFZ shall be provided. The IX38UFZ will have the ability to be installed in the upper front windshield of the 2013 to 2018 Ford Interceptor Sedan. The Inner Edge

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Vehicle Emergency Lights and Sirens

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shall incorporate one driver side and one passenger side anodized extruded aluminum black powder coated housings. Each housing will contain five CON3™ Super-LED® modules with one inboard Super-LED take down light. The CON3 modules shall consist of three Super-LEDs with a metalized CON3 reflector and clear optic snap-on lens installed on an Inner Edge mounting bracket. The take down lights shall consist of three Super-LEDs with a metalized CON3 reflector installed on an Inner Edge mounting bracket. All electronic components conformal coated PC boards shall provide additional protection against environmental elements. The driver and passenger side assemblies shall be attached by a 27.5" loom harness.

The IX38UFZ shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board data bank will include 40 Scan-Lock™ flash patterns for the warning lights including California steady burn and low power. The I/O board will allow the take down light to have three flash patterns including steady burn. All light modules shall be installed in the IX38UFZ with the aid of black passivate stainless steel screws. The solid state lightbar shall be vibration resistant. The Inner Edge will contain a 20' 9/c 18GA unterminated control cable. The light package for the IX38UFZ shall be ordered using model numbers IXP\*\*\*\* and IXD\*\*\*\* as a separate line item at no additional charge. All electronic components are covered by a five-year factory warranty. The IX34UFZ shall include a permanent mount kit with hardware.

Voltage: +12v    Size of Each Housing: (Maximum Length) H=1.73",  
W=13.33", D=3.22"    Amp Draw: 0.38 Amps per Warning Modules; 0.38  
Amps per Take Down Modules    Lens Color: Clear

**3.1.13 DASH/DECK WARNING LIGHTS**

**3.1.14 AVENGER® DASH WARNING LIGHT**

Whelen Avenger AVN Linear Super-LED® model # AVC21BB shall be provided. The dual Avenger shall incorporate two blue Linear Super-LED lights. Each Linear Super-LED light shall consist of 24 Super-LED installed on a central PCB LED board. The PCB LED board will be

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Vehicle Emergency Lights and Sirens

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installed with a heat sink housing and utilize a Linear/TIR optics with a clear optic collimator for maximum output. The warning light will be installed in a black polycarbonate housing with a clear non-optic linear lens and dual Avenger installation kit. The Avenger installation kit will contain a metalized polycarbonate windshield shroud and an adjustable universal swivel/bail bracket assembly with three suction cups to secure the AVNS2BB to the windshield. The hard-coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and lens/reflector assembly shall provide additional protection against environmental elements. The solid-state warning light shall be vibration resistant. The self-contained flashing light shall have 55 Scan-Lock™ flash patterns including steady burn. The AVC21BB will have the ability to synchronize with additional warning lights. The AVC21BB will contain a four-wire pigtail. The warning light covered by a five- year factory warranty.

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**3.1.15 INNER EDGE RTX**

A Whelen Inner Edge® RTX Series model # ISTRAY6 shall be provided. The ISTRAY6 will have the ability to be installed in the lower rear deck of a sedan or the upper rear headliner of a SUV. The ISTRAY6 shall incorporate a modular electronics tray with six SOLO™ Linear Super-LED® light modules. Each light module shall consist of six single color Super-LEDs with a clear optic collimator and an aluminum light bracket. The universal drop in tray shall consist of a top and bottom vehicle specific aluminum alloy black powder coated housing. All electronic components conformal coated PC boards shall provide additional protection against environmental elements. The ISTRAY6 with the universal drop in tray will be shipped fully assembled.

The ISTRAY6 shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board data bank will include 51 Scan-Lock™ flash patterns for the warning lights including California steady burn and low power. The Inner Edge RTX shall have the ability to function as a traffic advisor. The traffic advisor feature will have left, right, split, and flash mode sequences. All light modules shall be installed in the ISTRAY6 with the aid of black passivate stainless steel screws. The solid state lightbar shall be vibration resistant.

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The Inner Edge RTX will contain a 20' 10/c 16/22 AWG unterminated control cable. The light package for the ISTRAY6 shall be ordered using model numbers IES\* with the quantity of light modules as a separate line item at no additional charge. The vehicle specific model number IE\*\*LR8 is ordered as a separate line items at no additional charge. All electronic components are covered by a five-year factory warranty. The ISTRAY6 shall include a permanent mount kit with hardware.

Voltage: +12v

Size of Each Universal Drop Tray: (Maximum Length)

2011 to 2015 Chevy Caprice Model IE37LR8 - H=2.50", W=32.12",  
D=6.21"

2014 to 2015 Chevy Impala Model IE46LR8 - H=1.69", W=32.12,  
D=5.83"

2015 Chevy Tahoe/Suburban Model IE45UR8 - H=1.94", W=32.12",  
D=4.43"

2011 to 2015 Dodge Charger Model IE35LR8 - H=2.00". W=32.12,  
D=6.25"

2011 to 2015 Ford Explorer IE34UR8 - H=1.94", W=32.12", D=4.83"

2013 to 2015 Ford Police Interceptor Utility IE34UR8 - H=1.94",  
W=32.12", D=6.26"

2011 to 2015 Ford Taurus IE38LR8 - H=2.50", W=32.12", D=5.51"

2013 to 2015 Ford Police Interceptor IE38LR8 - H=2.50", W=32.12",  
D=5.51"

Amp Draw: 1.0 Amps per Warning Modules

**3.1.16 HANDHELD SIREN**

**3.1.17 HHS3200**

The emergency vehicle lightbar and siren system must be a Whelen Model HHS3200 Siren/Switch Control as specified below. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility, as well as officer safety. All major components must be designed and manufactured in the United States of America.

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Items that are assembled or that contain major components manufactured outside of the United States are not acceptable.

**SIREN AMPLIFIER:**

The programmable remote siren system shall consist of a hand-held control head with three (3) progressive push button switch and nine (9) non-progressive push button switches, and a combined electronic siren amplifier and relays in (1) module. It utilizes a small single phone-style connector that plugs into the amplifier/relay module as described as follows. **HAND-HELD CONTROL HEADS THAT INCORPORATE SLIDE SWITCHES ARE NOT ACCEPTABLE.**

**CONTROL HEAD:**

The hand-held control head shall be supplied with all necessary mounting hardware. The unit shall be no larger than 1.12 inches deep x 5.3 inches high x 2.25 inches wide (excluding mounting hardware). The control head must incorporate a single circuit board design equipped with a solid silicon rubber overlay for maximum moisture resistance from water or beverage spills. Each switch will also produce a “click” sound when pushed On/Off as positive feedback method that the switch has been changed. Control heads that do not have this feature are not acceptable since the driver would have to take his eyes off the road to determine if the switch is operating. The hand-held control head must include a microphone with a push-to-talk switch located on the left side of the unit, and a standard microphone clip on the back.

Each tactile switch must be backlit in Green, must change color to Red when activated and must provide enough light to allow it to be seen in bright daylight without washing out. Units that are not backlit or which do not change color when activated are not acceptable. Each of the push button switches shall have its own back-lit legend tab. This will help in identifying the functions that are in use. There must be more than (225) legends to choose from. A Windows-based program must allow full custom set-up configuration of each of the twelve buttons to control all lights and siren functions, including the ability to enable or disable functions. Siren/Switch systems that are not completely programmable are not acceptable.

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The default setting must be as follows:

The control head shall have three (3) On/Off progressive switches across the *FIRST* row:

*Button 1* activates Outlet 1

*Button 2* activates Outlets 1 and 2

*Button 3* will activate Outlets 1, 2 and 3, with the option of operating the siren via a dip switch located on the amplifier module

The *SECOND* row shall contain three (3) siren switches:

*Button 4* activates the siren's Hands-Free mode. In this mode, the "wail" tone is activated by the horn ring, or Push Button 5. This will also activate Outlet #9.

*Button 5*: While Button #4 is active, Button #5 (or the horn ring) will cycle from "wail" to "yelp". If Button #4 is inactive, Button #5 will generate a tone that ramps up and sustains a specific pitch until the button is released.

*Button #6* will activate an airhorn until released.

The siren contains a *THIRD* row of three switches:

*Button #7* shall produce a "wail" tone. Pressing *Button #5* will change the tone to "yelp".

Button #8 will activate radio rebroadcast.

*Button #9* will cycle through Outlet 4, 5, 4+5 and deactivates 4+5.

The *FOURTH* row of 3 push buttons operates as follows:

*Button 10* activates Output 6

*Button 11* activates Output 7, and

*Button 12* activates Output 8.

To deactivate all functions, press and hold any button for more than two (2) seconds.

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**HAND-HELD CONTROL HEADS THAT INCORPORATE  
SLIDE SWITCHES ARE NOT ACCEPTABLE.**

**AMPLIFIER/RELAY MODULE (ARM):**

The aluminum housing of the ARM shall have built-in mounting feet that must be built into the design of the assembly for superior strength and includes all necessary mounting hardware. The amplifier shall measure approximately 8.082 inches wide x 7.275 inches deep x 2.56 inches high.

The ARM operates on a 12-volt negative ground automotive electrical system. The amplifier shall be designed to operate from 10V to 16V and shall be reverse polarity protected to ensure that the unit will not be damaged if polarity is reversed.

The siren shall be capable of operating (1) or (2) 100-watt speakers and must meet Class "A" requirements with most 100watt speakers. If the siren speaker(s) or any speaker wires are shorted, the siren amplifier will shut down (via fuse) to avoid damage to the circuitry until the short circuit is removed.

In the *Hands-Free* mode, the siren shall be in a "Stand By" state (Button #4 activated), awaiting electronic commands. The siren will progressively change from *Wail* to *Yelp* by simply tapping the horn ring only once, each time. This eliminates the need for one-hand driving while fumbling for the siren controls (both hands stay on the wheel, and eyes are on the road at all times).

The ARM shall consist of (2) parts: a Top and a Bottom aluminum housing which fits together in a clamshell design. This design will assure ease of service to all internal components in a non-stacking PC board design. Designs that require stacking of PC boards are unacceptable, since it is very difficult to easily service the unit.

The unit must be supplied complete with a hand-held control head with a noise-canceling microphone. A 3 ft. coiled cord and a 20 ft. extension cable shall be provided. The PTT ("Push To Talk") switch on the microphone will override all siren functions. The microphone and radio rebroadcast circuits shall have an "adjustable Preset" volume control that

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is recessed in the side of the amplifier for ease of adjustment without the need to open the ARM.

**WARRANTY**

The siren system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase. The siren amplifier shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.

The manufacturer shall provide a 24-month warranty on both parts and factory labor. This shall include 48-hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

**3.1.18 SIREN CONTROL BOX**

The siren control box must be equivalent to a Carson Sirens SC-409 Commander Programmable Siren. All major components must be designed and manufactured in the United States of America. Items that are assembled or that contain major components manufactured outside of the United States are not acceptable.

The SC-409 Commander Siren Police Siren and Law Enforcement Siren is the Ultimate of Technology, Styling, and Control

SC-409 Commander Introducing the SC-409 Commander: the most technologically advanced and stylish console mount light control siren. The new Commander incorporates superior versatility through face programmable and DIP switch selectable options to control nearly every kind or lightbar, directional light, auxiliary light, and other auxiliary equipment including multiple gun locks and video camera systems.

The SC-409 Commander most notable, new technological features include the video trigger option on each light switch outputs, face programmable auxiliary switches to select the switch function for either on/off, on/off with

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video trigger, momentary, and 10 or 20 second timed momentary, a splash resistant rubberized face with integrated membrane push button controls and liquid repelling actuator flanges, and exposed fuses that are included in the output diagnostic status on the face. Take Control with the new SC-409 Commander

The sleek and stylish design and layout of the face and connections make the SC-409 COMMANDER both easy to operate and simple to install and program. The rubberized face is soft to the touch but sturdy enough to take the rigors of everyday use.

Designed to power one or two 100-watt speakers, the SC-409 Commander includes a 6 position rotary switch including the new Cycler setting which allows the operator to select the Horn Ring Cycler 2 (HRC2) mode from the rotary switch. There are also two override membrane push button switches for Manual and Air Horn control. A pursuit ready lever/slide switch for up to 60 amps of primary light control has the flexibility to be progressive, non-progressive, or partially progressive, tie auxiliary switches to programmed positions on the lever/slide switch and automatically run the siren tones. The siren is LED backlit and the auxiliary switches turn red when activated. The noise canceling microphone has P.A. override in all positions except Radio with a face mounted volume control knob. The Siren Cutout connects to the door switch and automatically disables the siren when the driver's door opens. The siren is installed using detachable connectors with screw-down terminals for all connections except the lever/slide switch, which utilize heavy-duty screw-down terminals. Each output is individually fused, and all fuses are externally accessible. As with all Carson Sirens products, the Commander siren is backed by a no-hassle 5-year limited warranty.

\* 100/200-watt electronic siren amplifier with 140 amps of light control \* Programmable lever/slide switch with the flexibility to be either progressive, non-progressive, or partially progressive \* 6 face programmable auxiliary membrane switches with the option to be on/off, on/off with Video Trigger, momentary or 10 or 20 second timed momentary \* Siren Wail, Yelp, Phaser, Manual, and Air Horn tones with optional Two-Tone/Hi Lo sound \* Six position rotary switch and two momentary membrane switches for Manual and Air Horn override \* PA override with attached noise-canceling microphone and face mounted volume control

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knob \* Face and DIP switch programmable siren features \* LED Backlighting and auxiliary switches turn red when activated \* Horn Ring Cyclor 2 (HRC2) for hands free siren tone control on the Cyclor position on the rotary switch \* Video Trigger output automatically initiates the record on a video camera system and is activated by each position on the lever/slide switch and on programmed auxiliary switches \* Timed Override toggles the selected tone on the rotary switch up one to the next intense siren tone for 10 seconds and then toggles back to selected tone \* Sweep and Intersection modes are automatic sequences of Yelp, Phaser, and Air Horn at different speeds activated by tapping the horn ring when the rotary switch is in either the Wail, Yelp or Phaser position \* Siren Cutout/Park Kill to disable the siren when exiting the vehicle with option to disable position 3 on the lever/slide switch \* Splash resistant rubberized face with built in membrane push button switches and liquid repelling actuator flanges \* Exposed fuses on the bottom side of the siren to protect each output \* Short circuit, high voltage, and reverse polarity protection system \* Detachable wiring connectors with screw-down terminals for the siren and auxiliary outputs and heavy-duty screw-down terminals for the lever/slide switch outputs \* Mounting brackets for the siren and PA microphone \* 2-3/4" H x 6-1/8" W x 8" D \* No-hassle 5-year limited warranty

**3.1.19 LENS REBUILD KITS**

Whelen model SLENLRK1 to include the following: (2) 9LCAPC endcaps with seals, (4) Liberty series lens measuring 5.67", (4) Liberty series lens measuring 15.8", (6) clear lens dividers with gaskets, & a pair LR11 Alley light modules. All lens and endcaps must be hard coated to provide extended life/luster protection against UV and chemical stresses.

**3.1.20 LIGHT BAR MOUNT KITS**

Whelen model RMKEZ29 is the replacement 1 ½ inch mounting feet with all strap hardware. Straps are sold separately. Whelen model RMKEZ29 must be compatible with current model Legacy, Liberty II, and Liberty series lightbars.

**3.1.21 LIGHT BAR STRAP KITS**

Whelen model STPKT\* is the vehicle specific stainless-steel mounting straps and hardware. The "\*" is replaced by a specific number which represents vehicle year, make, & model. The STPKT\* vehicle strap is

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designed to work directly with the Whelen RMKEZ29 mounting feet kit and compatible with current model Legacy, Liberty II, and Liberty series lightbars.

**3.1.22 SIREN SPEAKER**

The emergency vehicle siren speaker must be a Whelen Model SA315P Speaker, as specified below. All component parts of the systems must be of a single manufacturer. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. The speaker must be designed and manufactured in the United States of America.

**SPEAKER**

The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. Single or dual reentrant speakers are unacceptable.

The siren speaker must meet or exceed SAE and California Title XIII requirements for a "Class A" speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet.

The speaker shall be made of a black composite material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 inches W x 2-7/8 inches D with rounded corners.

Larger speakers are not acceptable.

The siren speaker shall have only two main parts: the housing that contains the Projector, resonant chamber and reentrant parts; and the speaker driver.

The speaker shall utilize a high efficiency 100-watt driver. This will allow

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for a maximum sound output and clarity. Speaker driver must be easily replaceable.

The 100-watt driver shall be compressed style and shall bolt on to the Projector. The driver shall not be of threaded throat style, since this type may either untwist over the course of time and cause speaker failure, or seize together due to oxidation, thereby becoming impossible to repair or replace.

A speaker mounting bracket shall be supplied for most late model vehicles.

**SPEAKER WARRANTY**

The speaker system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of twenty-four (24) months from date of purchase. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.

The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include forty-eight (48) hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

**3.1.23 SPEAKER BRACKET**

Vehicle specific bracket for the SA315P speaker (SAK\*). The \* will be substituted for a number that identifies a specific vehicle.

**3.1.24 MISCELLANEOUS ITEMS**

Any items not previously listed in this solicitation.

**The successful bidder must be the manufacturer or an authorized stocking distributor for Whelen Engineering Company, authorized to sell Whelen products within the State of West Virginia and stock sufficient quantities of service parts to maintain the needs of the**

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**department within forty-eight (48) hours after call. Bids from non-Whelen distributors or from distributors not authorized to sell Whelen products within the State of West Virginia will not be accepted.**

**4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:**

**4.1 Contract Award:** This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the West Virginia Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

**4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price the Agency pays for purchases of that Eligible Item under this Contract.

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

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

**4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

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The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Pages through WV OASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors.

**5. Catalog:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into Wv OASIS. Vendor may be required to input its Catalog data into WV OASIS utilizing the format required by WV OASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into WV OASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail, and the Pricing Pages may be corrected by the West Virginia Purchasing Division for evaluation purposes.

- 5.2 Catalog Modification.** The West Virginia Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the West Virginia Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The West Virginia State Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated

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catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through WV OASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the West Virginia Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 15 working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency at Locations specified at the time of order.

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in

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delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable 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.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**8. VENDOR DEFAULT:**

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

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.

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

**8.1.4** Failure to remedy deficient performance upon request.

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

**8.2.1** Immediate cancellation of the Contract.

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

**8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Section as described above. Vendor shall not supply substitute items.

**9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

**9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

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**Contract Manager:** David O'Neal, Jr  
**Telephone Number:** 304-216-6318  
**Fax Number:** 866-670-8049  
**Email Address:** dave@wypse.com

## **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:** This Contract becomes effective on 05/01/2020 and extends for a period of three (3) year(s).

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

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

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

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

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

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

☐ **Other:** See attached.

**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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐

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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

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

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

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

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

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

**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.

A. David O'Neal, Jr. President  
(Name, Title)  
A. David O'Neal, Jr. President  
(Printed Name and Title)  
625 Fairchance Rd Morgantown, WV 26508  
(Address)  
304-216-6318 Fax: 866-670-8049  
(Phone Number) / (Fax Number)  
dave@wvpse.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.

WV Public Safety Equipment, LLC  
(Company)

A. David O'Neal, Jr. President  
(Authorized Signature) (Representative Name, Title)

A. David O'Neal, Jr President  
(Printed Name and Title of Authorized Representative)

4/15/2020  
(Date)

304-216-6318 Fax: 866-670-8049  
(Phone Number) (Fax Number)



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

State of West Virginia  
Request for Quotation  
31 — Public Safety

Proc Folder: 705567

Doc Description: Vehicle Emergency Lights/Sirens

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-07	2020-04-16 13:30:00	CRFQ 0619 FIC2000000007	1

**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:

WV Public Safety Equipment, LLC  
625 Fairchance Rd  
Morgantown, WV 26508  
Office: (304)216-6318  
Fax: (866)670-8049

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
(304) 558-7839  
john.w.estep@wv.gov

Signature X

FEIN # 82-1221293

DATE 4/15/2020

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

**ADDITIONAL INFORMATION:**

Request for Quotation

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV25301-0140 US	ADMINISTRATIVE SERVICES MANAGER 1 STATE FIRE COMMISSION OFFICE OF STATE FIRE MARSHAL 1207 QUARRIER ST, 2ND FLOOR CHARLESTON WV 25301-0140 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lights and Sirens for WV State Fire Marshal's Office				\$142,691.90

Comm Code	Manufacturer	Specification	Model #
39112307			

**Extended Description :**

Lights and Sirens for WV State Fire Marshal's Office

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2020-04-13

<b>FIC2000000007</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Vehicle Emergency Lights/Sirens WV Fire Marshal's Office	<b>Page 3</b> <b>of 3</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



WV State Fire Commission

4/15/2020

To Whom It May Concern,

We have substituted the Carson Siren SC-409 with a Whelen 295SLSA6 model siren/switchbox.

\*\*\*ALL equipment would have a ship date of 1-5 Weeks ARO\*\*\*

Thank you,

A. David O'Neal, Jr.  
President



WV State Fire Commission

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Thank you,

A. David O'Neal, Jr.  
President

“

As the chief of police (retired) in Morgantown, WV, with 30+ years of emergency services experience, I have no hesitation in recommending O'Neal Communications and Electronics to fellow first responders.

I have worked with O'Neal on numerous projects over the years and have found them to always be responsive and professional. Service after the sale and company stability are two of the most important factors that an administrator must consider when investing funds in communications and electronics equipment.

O'Neal Communications and Electronics is a locally owned and operated business that always stands behind their work.

#### **Philip Scott**

*Retired Chief of Police • Morgantown, WV*

“

As former Sheriff of Taylor County, now serving as Chief Deputy, I have used O'Neal Communications for all my electronics needs.

Dave performs only top of the line work. Everything is done with you, the customer, in mind. He takes much pride in the work he does, and if it's not satisfactory he will make it right.

Over the past eight years as Sheriff, he has equipped all of my police vehicles. I would highly recommend O'Neal communications and Electronics to any law enforcement agency seeking a professional installation.

5-Star Service!!! This guy takes pride in his work, when it's finished, you have the best.

#### **Robert Beltner**

*Chief Deputy • Taylor County, WV*

#### **Department References**

**Berkeley County Sheriff's Department**  
**Chief Deputy Scott Wilson**

**Brooke County Sheriff's Department**  
**Captain Darin Pizer**

**Buckhannon Police Department**  
**Lt. Doug Loudin**

**Granville Police Department**  
**Chief Craig Corkrean**

**Monongalia County Sheriff's Department**  
**Sheriff Perry Palmer**

**Randolph County Sheriff's Department**  
**Chief Deputy Bradley Sharp**

**West Virginia University Police**  
**Capt. Ricky Jackson**

**US Forest Service**  
**Brian Post**

141 S. High Street  
Morgantown, WV 26501  
304.216.6318

**www.WVPSE.com**



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— PUBLIC SAFETY EQUIPMENT —

#### **Our Sister Companies**

**O'NEAL**  
COMMUNICATIONS

  
**LIBERTY**  
SAFE  
— of West Virginia —

## SERVICE & MAINTENANCE

*We service what we sell!*

**O'NEAL**  
COMMUNICATIONS

## REPAIRS

In-house electronic equipment repair and on-site repairs for most equipment.

Quick turnaround on repairs including in-car video and RADAR.

We repair most brands including: Motorola, EF Johnson, and Kenwood Radios, both P25 digital and conventional.

FCC Licensed Radio Technicians

## RADAR CERTIFICATION

NIST traceable RADAR certification of mobile and handheld RADAR and Laser units. We also certify your turning forks. In-house or on-site certification are both available.

## MAINTENANCE AGREEMENTS

We offer maintenance agreements on most major manufacturers of two-way radio equipment including: Motorola, EF Johnson, and Kenwood portable and mobile radios.

Maintenance agreements are also available for all other public safety equipment including emergency lighting.

## PRODUCTS

*The brands you know and trust.*

New and refurbished (with warranty) 2-way radio equipment available from most manufacturers

Prisoner transport/partitions and Push Bumpers

K9-transport systems and No K9 Left Behind

**WHELEN**  
ENGINEERING COMPANY INC

**AMERICAN ALUMINUM**  
ACCESSORIES, INC.

**GOJOTTO.COM**

**Pro-gard**  
PRODUCTS LLC.

**AceK9.COM**

**ARMOR EXPRESS**

**GORRHINO**

**Fenlex**

**BADGES**  
**SW**  
INSIGNIA

*Blackinton*

**Decatur**  
ELECTRONICS

**Digital-Ally**

## GRAPHIC INSTALLS

From simple cut vinyl to complete vehicle wraps. We use quality 3M and Oracal Vinyl and finish our digital prints with gloss laminate.

Trademark licensed with West Virginia University for sign and graphic projects and installations.

**PSE**



## CUSTOM INSTALLS

*We manufacture custom consoles.*



Custom built equipment consoles to fit any customer requirement. Welded steel construction and powder coated finish for maximum durability. The entire process from design to finished product is done in house at our Morgantown location.

We offer access systems, security and CCTV from a variety of manufacturers.

## CUSTOM ELECTRONICS

We make our own custom remote mount sirens and remote interfaces for Motorola and EF Johnson mobile radios for custom installation.

We design and manufacture custom emergency lighting flashers, fire siren decoders, programmable fire siren timers, and more!



**WVPSE.COM**