



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

Request for Quotation

RFQ NUMBER
FOR1060

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-0492

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF FORESTRY

BUILDING 13
4720 BRENDA LANE
CHARLESTON, WV
25312 . 558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				

BID OPENING DATE: **12/07/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA DIVISION OF FORESTRY TO PROVIDE TWO (2) FIRE WEATHER STATIONS.		
				ATTACHMENTS:		
				1. SPECIFICATIONS		
				2. AFFIDAVIT		
				DELIVERY: DELIVERY COSTS SHALL BE INCLUDED IN THE BID PRICE. UPON RECEIPT OF THE PURCHASE ORDER, THE SUCCESSFUL BIDDER SHALL HAVE SIXTY (60) DAYS TO DELIVER THE STATIONS TO:		
				WV DIVISION OF FORESTRY		
				4720 BRENDA LANE, BLDG. 13		
				CHARLESTON, WV 25312		
0001	2	EA		220-87		
				FIRE WEATHER STATION		
				VENDOR PREFERENCE CERTIFICATE		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY</p>						

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<p>PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: _____</p> <p>RFQ. NO.: _____</p> <p>BID OPENING DATE: _____</p> <p>BID OPENING TIME: _____</p> <p>_____</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>_____</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>_____</p> <p>_____</p> <p>***** THIS IS THE END OF RFQ FOR1060 ***** TOTAL: _____</p>						

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The Fire Weather Monitoring equipment (RAWS stations) required by the State must meet the following requirements and specifications:

1. **Modular Design** – the weather station must be modular in design. That is to say, each component must be a separate entity, easily and quickly disconnected from the system, and replaced with a new or refurbished component. This must apply to the sensors, datalogger, GOES transmitter, power supply (battery, solar panel, and voltage regulator), and antenna. No component should ever require disassembly or exposure of internal circuitry in the field.
2. **Folding Mast System** – the supplied mast system must be telescopic, fast deploy, guy wires attached, duck-bill anchors and driving rod supplied, complete, and ready for installation. There *must* be two sections – one rigid, to which all components except the wind sensors and solar panel attach. The second—a 20' section—must be hinged at the base, and easily and quickly lowered to access the wind sensors for service and maintenance.
3. **Datalogger: must have the following features**
 - **Memory storage capacity:** Must store approximately two years of weather data, based on hourly storage for a typical fire weather station configuration.
 - **No programming by user:** It must commence operating immediately upon power up. It must not require field-programming by the user (having been pre-programmed by the manufacturer, to the GOES NESID assignment provided by the user). It must also be programmable by the user, if required.
 - **Lightning protection on all connectors:** All datalogger input and output connections must be protected against lightning damage. Preferable method will be a 4 level system that includes internal gas-discharge lightning arrests.
 - **Connectorization:** The datalogger *must* be fully connectorized, using military type quick connect-disconnect connectors, color coded and labeled for simplicity of installation and service by non-technical people. The connectors *must* provide 100% protection against water seepage, even when the sensors are not connected to the datalogger ports.
 - **Datalogger unit to be a sealed system:** The datalogger *must* be waterproof – a sealed unit, such that the datalogger will float if dropped in water, and be impervious to water seepage.
 - **Datalogger clocking:** The datalogger must have minimally two clocks. A master high precision clock for data sampling and logger operational tasks, as well as a back up lower precision clock for holding current time when the logger is powered down, power off mode. The main clock must be reset periodically using the time signal from the GPS system, ensuring precise timing for GOES transmissions.
4. **Weather Station Sensors:** All required sensors—wind speed, wind direction, air temperature/relative humidity, precipitation, and solar radiation—must meet the specifications as outlined in the national (http://www.fs.fed.us/raws/standards/NFDRS_final_revmay05.pdf) RAWS standards.
 - All sensors must read accurately even if main battery voltage falls below 8.5V
 - The tipping bucket rain gauge must be constructed of aluminum and stainless steel, and its signal cable sheathed with stainless steel braid, to protect it from damage.
 - The solar radiation sensor must communicate via the SDI-12 sensor protocol to provide simple installation, field swap out, and servicing. The State must be able to swap out the solar radiation sensor without having to reprogram the datalogger. The calibration information must be stored within the solar radiation sensor's on-board memory.
5. **GOES Transmitter:**
 - must support 100/300/1200 baud rate transmissions
 - use integrated GPS technology for clock synchronization
 - must be contained within a separate cast aluminum O-ring sealed module, easily and quickly replaced in the field.
 - Must be able to operate and maintain clock accuracy for up to 30days without a GPS clock synchronization.
6. **Power Supply:** The weather station must include a solar charged power supply, capable of powering the station throughout the year, anywhere within the State. It must be comprised of a 10 watt solar panel, voltage regulator

with thermistor to monitor main battery temperature, and a 100+ amp hour, starved-electrolyte battery, capable of operating the station for up to four months in the event of failure of the solar panel. 26AH batteries will not be accepted.

7. **Software:**

- Any utilities programs required to re-program the datalogger, and to see current conditions from the station's sensors, must be supplied at no extra cost.
- The fire weather station must be compatible with the fire management program, *Fire WeatherPlus 2000*.

8. **Manufacturer Service Support Capabilities:**

- **Maintenance, Troubleshooting, Repair Service:** The manufacturer of the equipment *must* maintain a repair depot capable of complete evaluation, troubleshooting, maintenance, and repairs of all supplied equipment.
- **Telephone Support:** The manufacturer *must* maintain a toll-free telephone support line, available from 9:00 AM to 5:00 PM, (MST). The support *must* include assistance with all aspects of the equipment from equipment set-up and troubleshooting, to software support.
- **BLM Depot Maintenance:** The manufacturer's equipment *must* be approved for maintenance contracts with the BLM RAWS maintenance depot in Boise, ID.
- **Maintenance Contracts:** The manufacturer *must* be willing to contract for an AOM (Annual Onsite Maintenance) maintenance contract for each station, for a period of five years, as follows:
 - The manufacturer of the fire weather station must agree to provide *on-site annual maintenance* for the weather stations. Their maintenance program must be designed specifically to ensure that the Fire Weather Station continues to operate at peak performance throughout the contract year, and conforms to the NWCG Weather Station Standards (May 2005 revision).
 - Under the terms of the contract, the weather station manufacturer must schedule a field technician to visit each of the State's RAWS stations once per contract year and perform annual maintenance in liaison with a local contact. This will include:
 - Replace sensors (in accordance with NWCG standards revision May 2005) and perform general RAWS maintenance.
 - Perform the latest firmware upgrades as required.
 - Change baud rate assignments as required
 - Conduct a detailed site survey of all station components and advise the State of potential issues, and anything else of note.
 - The State of West Virginia currently has a network of (11) FTS RAWS station, under AES field service contracts with FTS. The new stations must be completely compatible with the existing network stations, and serviceable by FTS field technicians when they are in the state maintaining the rest of the network.
 - The manufacturer of the fire weather stations must also provide unlimited telephone and technical support throughout the contract period (during business hours).
 - Should there be a station malfunction during fire season, the manufacturer must provide priority service, and have the nonfunctioning station back to full operation within 72 hours of breakdown notification.
 - Should there be a station malfunction outside fire season, the manufacturer must have the nonfunctioning station back to full operation within 10 days of breakdown notification.
 - After the field service has been carried out, all relevant information must be recorded in a Website available to the State, accessible via a user name and password. This must include all station details and recommendations as well as annual digital photographs of each station.

RFQ No. _____

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____