



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  
**HSE01126**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**TARA LYLE**  
**304-558-2544**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

AGENCY

**HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0360 304-558-5380**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011				

BID OPENING DATE: **04/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		578-37		
<p><b>FLOOD CONTROL DEVICES AND EQUIPMENT</b></p> <p><b>OPEN-END CONTRACT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR FLOOD CONTROL DEVICES AND EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:            WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/30/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. 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/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

SHIP TO

**HOMELAND SECURITY & EMERGENCY  
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 BUILDING 1, ROOM EB80  
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<p><b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL:</b> THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT</p>						

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<p>LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p>						

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<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:-----TL/32-----</b></p> <p><b>RFQ. NO.:-----HSE01126-----</b></p> <p><b>BID OPENING DATE:-----04/12/2011-----</b></p> <p><b>BID OPENING TIME:-----1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</b></p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ HSE01126 ***** TOTAL: _____						

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**FLOOD WARNING PURCHASING CONTRACT  
HSE01126**

**GENERAL:**

For several years the West Virginia Division of Homeland Security and Emergency Management has operated the State Flood Warning System consisting of radio reporting rain and stream gages located in all 55 counties. There are approximately 310 data gathering sites supporting more than 900 sensors. This rain and stream gage data is relayed to the agency's office near Charleston, West Virginia using 35 radio repeater sites. The rain and stream gage data is placed on the Internet for use by State and Federal agencies and the general public at [www.rainfall.net](http://www.rainfall.net).

During the past year the agency, using funding provided by the U.S. Division of Homeland Security, installed two High Sierra complete weather stations in each county. The main purpose for installation of this equipment is to allow tracking of a nuclear plume or chemical cloud in case of a terrorist attack.

The data from the weather stations and the data from the rain and steam gages are sent to the National Oceanic and Atmospheric Administration's computer gateway for use by the National Weather Service's offices. Use of this data by the National Weather Service allows them to more accurately issue severe weather watches and warnings thus saving lives and reducing property damage.

**Quotes are requested for the following or equivalent equipment.** If equivalent equipment is bid, it must interface and interchange, as the State of West Virginia already has an extensive system in place consisting of the equipment below.

**AWARD**

This contract will be awarded to one vendor with the most complete bid meeting all of the specifications with the lowest grand total amount.

**DELIVERY**

The vendors should include the delivery cost in their bid.

All equipment will be delivered to:

West Virginia Division of Homeland Security & Emergency Management  
4752 Chimney Drive  
Charleston, WV 25302



**MANUFACTURER:** High Sierra Electronics  
 155 Spring Hill Drive, Suite 106  
 Grass Valley, California 95945-5929

<b><u>MODEL #</u></b>	<b><u>DESCRIPTION</u></b>
3451	Packaged Weather Station  NOTE: Must include wind speed, wind direction, humidity, temperature and precipitation sensors. Must be stand pipe design.
3424	Packaged Rain Gage Station NOTE: Must be stand pipe design.
1000-03	ALERT/IFLOWS Data Decoder; Includes Float Charger, Battery & Serial cables.
1001	ALERT/IFLOWS Data Decoder; Hand held field unit, w/internal rechargeable battery. Includes audio, serial & charger cables.
2400-15	Rain Gage Top Section; 12" Orifice: Slotted Holes for Screw mount to standpipe assy. Cal: 1mm/Tip  NOTE: Must be capable of mounting on existing Handar and High Sierra stand pipes using three screw mounting techniques.
3206-08	ALERT/IFLOWS Data Transmitter; w/585 compatible I/O connector option; 7" x 18.5" Canister/Connector Chassis. Includes: Maxon Narrow Band VHF Radio & 12 Amp Hour Gel Cell Battery.  NOTE: The transmitter must have a second digital input with a 6-pin input that accepts the standard Handar model 585 precipitation/solar/encoder connector and interface with the standard High Sierra connectors.
3210-04	ALERT/IFLOWS Serial Data Transmitter; Asynchronous, NEMA Enclosure. Includes: Narrow Band Transceiver & 2.2 Amp Battery. ( PLEASE SPECIFY)  NOTE: Must interface with Water Log 350XL pressure measurement system.

<u>MODEL #</u>	<u>DESCRIPTION</u>
3300-00	Store and Forward Repeater; NEMA 4X Enclosure. With Echo Suppression & Maxon Narrow Band VHF Transceiver. (16 Switch Selectable Freqs.) Includes: 2 ea 12 Amp Hr Batteries. Radio Frequencies: (PLEASE SPECIFY)  NOTE: Must be capable of echo suppression and must be programmable to pass only individual I.D.'s
3300-01	Sensor Input Option; for Model 3300 Repeater. (Precip)
3300-13	DB9 pigtail cable for repeater
3300-20	Store & Forward Repeater; (Duplex); w/2ea Maxon Narrow Band VHF Transceivers, Echo Suppression, NEMA 4X Enclosure. Includes: 2ea 12 Amp Hr Batteries
3350-01	ALERT Controller; Receives & Decodes ALERT Signals. Transmits status messages on 1 analog & 4 control outputs.
3701-15	Telemetry Transceiver Programming Kit; for Maxon/Midland VHF Radio; Includes: ACC-2000 interface module, ACC-900 Programming Software, 9-15 Vdc-200mA Power Supply, QPA-4000 Programmer interface cable for serial port, extender board & programming manual.
3801	VHF Power Amplifier;(25 Watt) (148-174 MHz.) w/Mounting bracket & cable
4004-00	Output Converter;4-20mA to 0-5V;(Please specify input and output device/ends. Standard cable length -6 feet each side, specify if change.
4500-02	Base Station Receiver; Includes: VHF Data Transceiver (Maxon), Float Charger, Audio & Battery Cable. Freq;(Please Specify)
5310-0	ProTech Solar Panel Voltage Regulator Module
5712	Wind Monitor; speed/direction, with 25Ft. signal cable
5720-09	Temp Sensor; with 25' Cable & Signal Connection Circuit
5722-0	Temperature/Relative Humidity Sensor w/60' cable; Model 45D, 0-1 V Output

<u>MODEL #</u>	<u>DESCRIPTION</u>
5723-01	Temperature/Relative Humidity Sensor; Includes 22' Cable; Range:-40 deg. F.
6750-01	Radar Water Level Sensor (same radar sensor as H-3611)
6751-01	Mounting Enclosure for 6750-01
7110-00	SE Omni-Directional Antenna; (VHF) Tuned for frequency range: 169-173 MHz.
7200-0	Antenna Lightning Protector
7200-01	Stainless Funnel for Model 2400 Rain Gage

**MANUFACTURER:** Daniels Electronics Ltd.  
43 Erie Street  
Victoria, B.C.  
V8V 1P8 Canada

<b><u>MODEL</u></b>	<b><u>DESCRIPTION</u></b>
UR-4E420-00-000	RECEIVER, MT-3, UHF 406-430 MHz., 12.5 KHz.  NOTE: Equivalent equipment must plug into existing Daniels SR-39-3 subrack.
UT-4E45-00-800	TRANSMITTER, MT-3 UHF 406-430 MHz. 12.5 KHz.  NOTE: Equivalent equipment must plug into existing Daniels SR-39-3 subrack.
VR-4E150-00-000	RECEIVER, MT-3 VHF 150-174 MHz.) 12.5 KHz.  NOTE: Equivalent equipment must plug into existing Daniels SR-39-3 subrack.
VT-4E150-00-800	TRANSMITTER, MT-3 VHF 150-174 MHz., 12.5 KHz.  NOTE: Equivalent equipment must plug into existing Daniels SR-39-3 subrack.
SR-39-3	MULTIPLE RECIEVER SUBRACK
SM-3-H0-014-00	AUDIO MONITOR, 8-11 VDC, NOTE: Must interface with Daniels SR-39-3 subrack.
PSA-12-40-RB-00	POWER SUPPLY, 12VDC, 40 AMPS WITH BATTERY BACKUP NOTE: Must interface with Daniels SR-39-3 subrack.
IM10-VR3H040	MANUAL, VR-3/150 RX, ENHANCED SYNC
IM20-VG3H040	MANUAL, UR-3/400 RX, SYNTH
IM35-MB84RX	MANUAL, MULTI RX

**MANUFACTURER:** Water Log Series Environmental Products Division of  
 Design Analysis  
 75 West 100 South  
 Logan, Utah 84321

<b><u>MODEL #</u></b>	<b><u>DESCRIPTION</u></b>
H350XL/H355	PRESSURE MEASUREMENT SYSTEM, 0-15 PSI  NOTE: Equivalent equipment must be capable of self-purging on a time basis. Must be capable of being powered by a battery/solar system. Use of bottled compressed gas is not acceptable.
H250 BRD	INSTRUMENT MOUNTING PANEL, 29 1/2" x 21 5/8" X 3/4
H355DES2	LARGE DESICCATING AIR DRYER (4400 Cu FEET)
H253	ORIFICE OUTLET KIT
H-264	ALERT SERIAL INTERFACE (UHF AND VHF)  NOTE: Must interface with Water Log model H350SL/H355 system.

**MANUFACTURER:** National Solar Supply  
 8902 Route 46  
 Arkport, NY 14807

<b><u>MODEL #</u></b>	<b><u>DESCRIPTION</u></b>
BSP-512	5 WATT SOLAR MODULE, MAX. POWER 5 WATT, MAX POWER VOLTAGE 17.0 VOLTS, MAX POWER CIRCUIT 0.30 AMPS, OPEN CIRCUIT VOLTAGE 21.0 VOLTS, SHORT CIRCUIT CURRENT 0.33 AMPS.
BSP-1012	10 WATT SOLAR MODULE, MAX. POWER 10 WATT, MAX POWER VOLTAGE 17.3 VOLTS, MAX POWER CIRCUIT 0.58 AMPS, OPEN CIRCUIT VOLTAGE 21.3 VOLTS, SHORT CIRCUIT CURRENT 0.66 AMPS.
BSP-2012	20 WATT SOLAR MODULE, MAX. POWER 20 WATT, MAX POWER VOLTAGE 17.3 VOLTS, MAX POWER CIRCUIT 1.20 AMPS, OPEN CIRCUIT VOLTAGE 21.7 VOLTS, SHORT CIRCUIT CURRENT 1.30 AMPS.
BSP-3012	30 WATT SOLAR MODULE, MAX 30 POWER WATT, MAX POWER VOLTAGE 18.0 VOLTS, MAX POWER CIRCUIT 1.67 AMPS, OPEN CIRCUIT VOLTAGE 22.1 VOLTS, SHORT CIRCUIT CURRENT 1.80 AMPS.
BSP-4012	40 WATT SOLAR MODULE, MAX 40 POWER WATT, MAX POWER VOLTAGE 17.8 VOLTS, MAX POWER CIRCUIT 2.4 AMPS, OPEN CIRCUIT VOLTAGE 22.2 VOLTS, SHORT CIRCUIT CURRENT 2.6 AMPS.
BP-350U	50 WATT SOLAR MODULE, MAX 50 POWER WATT, MAX POWER VOLTAGE 17.5 VOLTS, MAX POWER CIRCUIT 2.9AMPS, OPEN CIRCUIT VOLTAGE 21.8 VOLTS, MAXIMUM SERIES FUZE 20 AMPS
BP-365U	65 WATT SOLAR MODULE, MAX 65 POWER WATT, MAX POWER VOLTAGE 17.6 VOLTS, MAX POWER CIRCUIT 3.69AMPS, OPEN CIRCUIT VOLTAGE 22.1 VOLTS, MAXIMUM SERIES FUZE 20 AMPS

HSE01126 - Flood Control System

Bid Form

Item #	Description	Model	Quantity	Unit Price	Extended Price
	<b>Manufacturer High Sierra, or equal</b>			\$	\$
1	Package Weather Station, Model No. 3451, or equal		100	\$	\$
2	Packaged Rain Gage Station, Model No. 3424, or equal		100	\$	\$
3	ALERT//FLOWS Data Decoder, Model No. 1000-03, or equal		100	\$	\$
4	ALERT//FLOWS Data Decoder, Model No. 1001, or equal		100	\$	\$
5	Rain Gage Top Section, Model No. 2400-15, or equal		100	\$	\$
6	ALERT//FLOWS Data Transmitter, Model No. 3206-08, or equal		100	\$	\$
7	ALERT//FLOWS Serial Data Transmitter, Model No. 3210-04, or equal		100	\$	\$
8	Store and Forward repeater, Model No. 3300-00, or equal		100	\$	\$
9	Sensor Input Option, Model No. 3300-01, or equal		100	\$	\$
10	DB9 Pigtail cable, Model No. 3300-13, or equal		100	\$	\$
11	Store and Forward repeater (Duplex), Model No. 3300-20, or equal		100	\$	\$
12	ALERT Controller, Model No. 3350-01, or equal		100	\$	\$
13	Telemetry Transceiver Programming Kit, Model Nol. 3701-15, or equal		100	\$	\$
14	VHF Power Amplifier, Model No. 3801, or equal		100	\$	\$
15	Output converter, Model No. 4004-00, or equal		100	\$	\$
16	Base Station Receiver, Model No. 4500-02, or equal		100	\$	\$
17	ProTech Solar Panel Voltage Regulator Module, Model No. 5310-00, or equal		100	\$	\$
18	Wind Monitor, Model No. 5712, or equal		100	\$	\$
19	Temperature Sensor, Model No. 5720-09, or equal		100	\$	\$
20	Temperature/Relative Humidity Sensor w/cable, Model No. 5722-0, or equal		100	\$	\$
21	Temperature/Relative Humidity Sensor, Model No. 5723-01, or equal		100	\$	\$
22	Radar Water Level Sensor, Model No. 6750-01, or equal		100	\$	\$
23	Mounting Enclosure, Model No. 6751-01, or equal		100	\$	\$
24	SE Omni-Directional Antenna, Model No. 7110-00, or equal		100	\$	\$
25	Antenna Lightning Protector, Model No. 7200-0, or equal		100	\$	\$
26	Stainless Funnel for Model 2400 Rain Gage, Model No. 7200-01, or equal		100	\$	\$





RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**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 owed 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

# State of West Virginia **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). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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 Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.