



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
7012C003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 EQUIPMENT DIVISION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2011				

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		055-57		
<p>LED BAR LIGHTS</p> <p>REQUEST FOR QUOTATION OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AND OPEN END CONTRACT TO PROVIDE LED BAR LIGHTS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/02/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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.

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**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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<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p> <p>RENEWAL: 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>CANCELLATION: 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>OPEN MARKET CLAUSE: 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 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</p>						

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<p>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>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 REFUSA</p>						

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<p>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>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF</p>						

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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE            .....            COMPANY            .....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: PAUL REYNOLDS FILE 33  RFQ. NO.: 7012C003  BID OPENING DATE: 09/07/2011  BID OPENING TIME: 01:30 P.M.  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----  ***** THIS IS THE END OF RFQ 7012C003 ***** TOTAL: _____						

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**WHELEN SUPER-LED® LIGHT BAR  
OR EQUAL CONTRACT  
7012C003**

**I. PURPOSE AND SCOPE:**

The purpose of this Request for Quotation No. 7012C003 and resulting contract ("Contract") between West Virginia Department of Transportation, Division of Highways ("DOH") and the winning vendor ("Vendor") is to provide LED Light bars as required by the WV DOH.

**II. GENERAL REQUIREMENTS:**

1. Exhibit A provides a list of part numbers that must be provided. Exhibit A must be completed for evaluation purposes. Exhibit A is Only a partial list of parts that may be required by DOH.
2. Upon request vendor will provide proof of all mandatory requirements.

**III. PRICING:**

1. This Contract shall be awarded based on a single price. Exhibit A.
2. **This Contract shall be limited to the single item listed.**
3. Vendor shall submit the Bid Evaluation Price Chart, attached hereto and incorporated herein by reference as Exhibit A, to allow bid evaluation. The Vendor should insert the manufacturer's discounted unit price in the space provided. The Vendor should then multiply the estimated quantity by the discounted unit price to obtain the total discounted price to agency.

**IV. ORDERING INFORMATION:**

1. Parts orders against this contract may be placed by the DOH Equipment Division and any other DOH District locations. A list of the current DOH locations is attached as Exhibit B. Orders may be placed by telephone and/or facsimile.

**V. DELIVERY REQUIREMENTS:**

1. Vendor must ship all items to DOH under this Contract FOB DESTINATION.
2. DOH will pay freight charges only if DOH request 24 hour delivery.
3. Vendor shall deliver the goods to the DOH locations as requested by DOH. A list of the DOH locations is attached hereto and incorporated herein by reference as Exhibit B. DOH reserves the right to change DOH locations or request delivery to another location at no additional charge after notifying Vendor of the new location and requesting delivery thereto.
4. Delivery is an integral part of this contract and Vendor's failing to comply with the delivery terms will be grounds for submission of a WV-82 Form officially notifying the Purchasing Division and the Vendor of unsatisfactory performance.



5. Vendor's failure to obtain prior approval from DOH for changes to delivery schedules or to deliver the goods in a timely manner may be grounds for cancellation of this Contract.
6. Vendor must ship orders promptly upon receipt and delivery must be made within three (3) business days of receipt of an order. Vendor shall not require that a certain order quantity be met prior to shipping DOH orders.
7. If Vendor cannot deliver the goods ordered within three working days then Vendor shall immediately notify DOH of the anticipated delivery date. If DOH finds the delivery date unacceptable then DOH may purchase the needed items on the open market with approval from the DOH Equipment Division Director, the DOH District Equipment Supervisor, or a designee of either. Any open market purchase made hereunder shall be in accordance with the laws, rules, and regulations, of the Department of Administration, Purchasing Division.
8. DOH is not responsible for any restocking charge on items that are returned to Vendor as faulty or for failure to conform to the required specifications. In all other instances, DOH will only pay restocking fees if DOH, in its sole discretion, believes that such a charge is warranted.
9. All deliveries must be conspicuously marked with the DOH Purchase Order Number. Any goods delivered without this information may be returned to Vendor at Vendor's expense.

#### **VI. PAYMENT:**

1. The State of West Virginia currently utilizes a Visa purchasing card program. The State of West Virginia Visa purchasing card is the preferred method of payment, but other methods of payments may be utilized from time to time at the sole description of DOH. The successful vendor must accept the State of West Virginia Visa purchasing card for payment of all orders placed under this Contract.
2. Vendor must supply a credit receipt, sales receipt, or cash register receipt to DOH after Payment has been made.
3. Payment shall be made after DOH has received and accepted the goods being delivered. Vendor shall not charge the State of West Virginia Visa purchasing card until goods are received and accepted by DOH.

#### **VII. MISCELLANEOUS:**

1. All warranty claims that require field service shall be performed by Vendor at no cost to DOH.
2. Vendor shall furnish any technical engineering service which might be needed in the proper installation of these parts at no extra cost to the DOH.
3. Vendor shall comply with all federal, state, and local laws, rules and regulations.
4. Concurrently with each shipment, Vendor shall forward a proper and current Material Safety Data Sheet ("MSDS") to the DOH Equipment Division in Buckhannon, WV. Vendor shall also furnish the State of West Virginia and/or any of its other agencies with Additional MSDS as requested.

5. Vendor shall assume all liability and costs for failures and downtime that result from DOH use of Vendor's products.
6. This Contract will be awarded complete and not split.
- 7 . Vendor must guarantee that it will maintain adequate stock to supply the needs of DOH at all times.

PLEASE SEE ATTACHED SPECIFICATIONS

**SPECIFICATIONS FOR A WHELEN SUPER-LED® LIGHTBAR OR EQUAL**

The emergency vehicle lightbar must be a Whelen Justice Series Lightbar, or equal as specified below. The product being bid must meet all current "S.A.E." requirements for this type and use of warning device, and be certified by an AMECA-accredited testing lab to meeting these requirements in the appropriate specified safety colors.

<b>1.00 BASIC STRUCTURAL DESIGN OF LIGHTBAR:</b>	<b>YES</b>	<b>NO</b>
1.01 The lightbar shall be designed for advanced aerodynamic efficiency.	_____	_____
1.02 The lightbar must be 56.25 inches (± 2 inches) in length with a maximum height of 2.25 inches and a maximum depth of 12 inches.	_____	_____
1.03 The main structural material shall be of heavy gauge extruded aluminum and shall be designed with dual vertical supports to allow superior structural strength (no sagging). The black polycarbonate base shall mount over the extruded aluminum support. The dome covers must screw into the polycarbonate base. The use of clips is unacceptable because they fail with time.	_____	_____
 <b>2.00 CONSTRUCTION OF OUTER DOMES:</b>		
2.01 The outer domes shall be constructed of polycarbonate. There shall be four dome sections on the 56 inch lightbar, and each section must be completely sealed to provide a weather-tight seal. The domes shall mount to the polycarbonate base. Light bars that utilize clips or clamps are not acceptable since they may corrode or loose tension over time and fly off.	_____	_____
2.02 Each dome must be easily replaceable without removing the lightbar from the roof of the vehicle.	_____	_____
2.03 The light through domes shall not be blocked and shall be of equal intensity to the viewer from the front, rear, or sides.	_____	_____
2.04 The domes shall be clear in color with optional colored outer domes available.	_____	_____

	YES	NO
2.05 The domes must have a sealant "hard coating" applied during production to maximize the durability of the lens.	_____	_____

**3.00 INTERNAL COMPONENT SYSTEMS:**

3.01 The lightbar shall contain one (1) control module I/O board which shall contain all the electronics required to operate all internal lighthead. This single module is required for ease of servicing the lightbar. Lightbars with multiple I/O boards or those that require replacement of LED board assemblies are unacceptable. All internal components such as lamp modules, and I/O modules shall be modular in design for ease of replacement without removing the lightbar from the roof of the vehicle. The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in Flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius.	_____	_____
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3.02 All internal lighthead must be Phosphor converted Amber LEDs (Generation 3.5 Super-LEDs) which provide maximum intensity and long, stable life. There must be a multiple of LED lighthead to choose from.	_____	_____
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3.03 The lightbar's primary warning shall have a maximum of four (4) linear LED modules [1 in each corner] with only the four corner modules. Lightbars that utilize more than four modules to meet SAE Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the lightbar conforms to SAE Class 1 requirements is required with this bid. Failure to submit this documentation will disqualify the bidder. Lightbars that do not use Linear LEDs as primary warning are not acceptable. The lightbar shall have linear LED modules in the four corners. Each Linear-LED corner module shall contain Super-LEDs mounted in the parabolic center of a single "removable" highly mirrored reflector for maximum light output. Corner light modules that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true, even light spread. The Linear-LEDs shall be mounted in a straight line and have a single diffuser panel collimator mounted in front of them for maximum light output. The removable reflector must contain the LEDs and	_____	_____
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	YES	NO
allow for removal of each individual lighthouse for ease of changing the light configuration. Lightbars that require the removal of large multi-LED panels to replace / reconfigure a lighthouse are not acceptable. The lightbar must contain a minimum of eight (8) CON3 Super-LED panels or equal (4 Front Center / 4 Rear Center). Each CON3 module must contain a maximum of three (3) Super-LEDs and must be supplied with a removable optical filter that disperses the light. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable.	_____	_____
<b>3.04</b> The lightbar must contain:		
To the Front: Two (2) Amber Linear6 corners or equal Four (4) Amber CON3 or equal	_____ _____	_____ _____
To the Rear: Two (2) Amber Linear6 corners or equal Four (4) Amber CON3 or equal	_____ _____	_____ _____
<b>4.00 EXTERNAL CABLE:</b>		
4.01 There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant: (1) 4 conductor, 14 gauge power and ground cable (one pair controls front operation and the second set controls rear operation); and one 3 conductor 22 gauge cable for Scan-Lock and pattern override feature. The external cable shall be a minimum of 17 feet.	_____	_____
<b>5.00 MOUNTING KIT:</b>		
5.01 The mounting kit shall be permanent mount.	_____	_____
<b>6.00 WARRANTY</b>		
6.01 The 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 (no warranty is offered on optical plastic parts). LED's shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must		

YES NO

Be furnished by the bidder and attached to the bid. \_\_\_\_\_

6.02 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 \$75.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.). \_\_\_\_\_

6.03 The successful bidder must be the manufacturer or an authorized stocking distributor for Lightbar being bid and have in stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call. \_\_\_\_\_

*Quality Reference:* Whelen Justice Bar JE2AMB, (8) CON3s. Or Equal



**EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS**

## Equipment Division

WV Division of Highways  
 PO Box 610  
 Buckhannon, WV 26201  
 ATTENTION: Kevin Riley (FOUR COPIES)

WVDOT/Division of Highways  
 D-1  
 1340 Smith St.  
 Charleston, WV 25301  
 Attn: Bob Heckert

WVDOT/Division of Highways  
 D-2  
 Po. Box 880  
 Huntington, WV 25712  
 Attn: Barbara King

WVDOT/Division of Highways  
 D-3  
 626 Depot St.  
 Parkersburg, WV 26101  
 Attn: Beverly Myers

WVDOT/Division of Highways  
 D-4  
 P.O. BOX 2570  
 Clarksburg, WV 26301  
 Attn: John Bartlett

WVDOT/Division of Highways  
 D-5  
 PO BOX 99  
 BURLINGTON, WV 26710  
 Attn: Laranda Baldwin

WVDOT/Division of Highways  
 D-6  
 1 DOT Drive.  
 Moundsville, WV 26041-2353  
 Attn: Carol Ryan

WVDOT/Division Highways  
 D-7  
 Drawer 1228  
 Weston, WV 26452  
 Attn: Melissa Jordan

WVDOT/Division of Highways  
 D-8  
 PO Box 1516  
 Elkins, WV 26241  
 Attn: Debbie Barnett

WVDOT/Division of Highways  
 D-9  
 103 ½ Church Street  
 Lewisburg, WV 24901  
 Attn: Sherry Bostic

WVDOT/Division of Highways  
 D-10  
 270 Hardwood Lane  
 Princeton, WV 24740  
 Attn: Tommy Camden



# 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.

RFQ No. 7012C003

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 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 exceeds 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** \_\_\_\_\_