



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

Solicitation

NUMBER
PTR13002

PAGE
1

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

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RFQ COPY
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DIVISION OF PUBLIC TRANSIT

 BUILDING 5, ROOM 906
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0432 304-558-0428

DATE PRINTED
09/07/2012

BID OPENING DATE: 09/18/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		155-78		
ADDENDUM NO. 2 TO ANSWER VENDOR QUESTIONS BID CLARIFICATIONS SPECIFICATION CHANGES REVISED PRICING PAGES REMOVE CONSTRUCTION/ARCHITECTURAL AND ENGINEERING DATA SHEETS FROM TERMS AND CONDITIONS. BID OPENING REMAINS UNCHANGED SEPTEMBER 18, 2012 AT 1:30 P.M. PRE-ENGINEERED BUS PASSENGER SHELTERS ***** THIS IS THE END OF RFQ PTR13002 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: PTR13002
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as PTR13002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation: Remove Construction/Architectural and Engineering Data sheets

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

Terms and Conditions:

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

ATTACHMENT A

1. Answers to Vendor questions.
2. Bid clarifications
3. Specification changes
4. Revised Pricing pages
5. Remove Construction/Architectural and Engineering data sheets from Terms and Conditions.
6. The addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.

REQUEST FOR QUOTATION

Pre-Engineered Bus Passenger Shelters – Specifications**PTR13002****I. PURPOSE AND SCOPE:**

The Division of Public Transit is soliciting bids to establish an open-end contract for pre-engineered bus passenger shelters.

II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means Division of Public Transit.
2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Desired Items as specified herein.
3. "Desired Item" or "Desired Items" means the list of items identified in Section III, Subsection 1 below.
4. "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
6. "RFQ" means the official RFQ published by the Purchasing Division and identified as PTR13002.
7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
8. "Vendor" or "Vendors" means the successful bidder(s).

III. GENERAL REQUIREMENTS

1. **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below. Desired Items must meet or exceed the mandatory requirements as shown below.

1.1 SCOPE

REQUEST FOR QUOTATION

Pre-Engineered Bus Passenger Shelters – Specifications**PTR13002****3.5 OPTION 5: SOLAR POWERED TRANSIT STOP**

Carmanah's i-STOP[®] Solar-Powered Transit Stop or approved equal. It is recommended that the vendor supply literature, warranty, installation requirements, complete installation diagrams, and description.

IV. CONTRACT AWARD

1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items listed above. The Contract will be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Pricing Pages.
2. **Pricing Pages:** Vendor should complete the Pricing Pages by listing the prices for each of the listed products. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
Paul.Reynolds@wv.gov

V. ORDERING AND PAYMENT

1. **Ordering:** Vendor shall accept orders by 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 Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION

Pre-Engineered Bus Passenger Shelters – Specifications**PTR13002**

2. **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.

VI. DELIVERY AND RETURN

1. **Delivery Time:** Vendor shall deliver standard orders within 90 working days 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.
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 delivery that could cause harm to an Agency will be grounds for:
 - (a) cancellation of the delayed order, and
 - (b) 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 Purchasing Division.

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.
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.
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

REQUEST FOR QUOTATION

Pre-Engineered Bus Passenger Shelters – Specifications**PTR13002**

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.

VII. MISCELLANIOUS

1. **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
3. **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.
4. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
5. **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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

PRICING PAGE A FOR PTR13002

BUS SHELTER SIZES—estimated number 1-20

UNIT PRICE

1. STANDARD SHELTERS

A: Size 3' x 9'	\$ _____ each	X20 = \$ _____ total
B: Size 3' x 12'	\$ _____ each	X20 = \$ _____ total
C: Size 5'x 7'	\$ _____ each	X20 = \$ _____ total
D: Size 5' x 9'	\$ _____ each	X20 = \$ _____ total
E: Size 5' x 10'	\$ _____ each	X20 = \$ _____ total
F: Size 5' x 12'	\$ _____ each	X20 = \$ _____ total

2. VICTORIAN STYLE SHELTERS

A: Size 3' x 9'	\$ _____ each	X20 = \$ _____ total
B: Size 3' x 12'	\$ _____ each	X20 = \$ _____ total
C: Size 5' x 7'	\$ _____ each	X20 = \$ _____ total
D: Size 5' x 9'	\$ _____ each	X20 = \$ _____ total
E: Size 5' x 10'	\$ _____ each	X20 = \$ _____ total
F: Size 5' x 12'	\$ _____ each	X20 = \$ _____ total

TOTAL FOR BID EVALUATION (A): \$ _____ each X20 = \$ _____ total

Note: Unit pricing above must be firm and will be used for when awarding the contract for these items. The quantities listed are not guaranteed, but merely estimates of how many shelters will be ordered per year. The vendor that meets the specifications and has the lowest grand total will be awarded.

Answers for the questions, clarifications, and approved equals on PTR 13002

Please note that the bid opening date has been moved to September 18, 2012.

Changes to the specifications

1.1 Scope

Specifications read: The price for each passenger bus shelter shall be submitted in whole dollars only, and freight and shipping charges to various locations in West Virginia shall be included.

Change to: The price for each passenger bus shelter shall be submitted in whole dollars only, including an estimate for freight and shipping charges to various locations in West Virginia. The actual cost may be invoiced on executed purchase orders.

Specifications read: The Victorian style passenger bus shelter roof specification shall be aluminum roof panels in a hip roof shape. Color shall be the same as the rest of the bus shelter which will be the choice of each transit system. The roof can be wider than the side panels. The side panels have width requirements. Daytech AHO05x10N VIC, Duo-Gard, Brasco, Columbia Equipment, Tolar, or approved equal.

Change to: The Victorian style passenger bus shelter roof specification shall be aluminum roof panels in a hip roof shape. Color shall be the same as the rest of the bus shelter which will be the choice of each transit system. The roof can be wider than the side panels. The side panels have width requirements. Daytech, Duo-Gard, Brasco, Columbia Equipment, Tolar, or approved equal.

3.4 OPTION 4: SOLAR LIGHTING SYSTEM

Specifications read: A bus shelter LED lighting system providing ultra safe, low voltage lighting to illuminate shelters for passengers as they wait, such as the SOL Model# TSSL or approved equal . No trenching, wiring, and no connection to any power source is required. The system has to be designed to have vandal resistant hardware, 5 day battery reserve, plug in component, and maintenance free gel batteries and at least a 2 year warranty. **It is recommended that the vendor supply warranty**

information, specifications, literature, installation requirements, and complete installation diagrams with bid.

Change to: A bus shelter LED lighting system providing ultra safe, low voltage lighting to illuminate shelters for passengers as they wait, such as the SOL Model# TSSL or approved equal . No trenching, wiring, and no connection to any power source is required. The system has to be designed to have vandal resistant hardware, 5 day battery reserve, plug in component, and maintenance free gel batteries and at least a 2 year warranty. **It is recommended that the vendor supply warranty information, specifications, literature, installation requirements, and complete installation diagrams at time of award.**

Clarifications

1.1 Scope

Clarification: Your specifications state that prices should include delivery - however the cost of freight varies depending on the quantity of shelters to be shipped to one location at one time. It is implied that there may be several locations throughout the State of West Virginia, where shelters are to be shipped. We cannot calculate freight costs without know the location(s) to where the shelters will be shipped.

Response: Please submit a bid that will reasonably accommodate the market price fluctuations; all prices submitted with the bid are firm and fixed for the life of the contract. As for shipping, a reasonable estimate should be included in the pricing. The actual shipping cost may be invoiced on executed purchase orders.

Clarification: In general, as the initial time period is for (2) years and prices of materials, shipping, overhead, etc. is constantly changing, and suppliers will not usually hold prices for more than 90 days - there should be some provision for reviewing and *if necessary*, modifying prices on say a 6 month period - based on written documentation from suppliers, freight companies, etc. It is virtually impossible to submit a low bid where prices are to be held for such a long period of time.

Response: Contracts are awarded on a one year basis with the option for two renewals. Please submit a bid that will reasonably accommodate the market fluctuations; all prices submitted with the bid are firm and fixed for the life of the contract. As for shipping, a reasonable estimate should be included in the pricing. The actual shipping cost may be invoiced on executed purchase orders.

Section 1.2 Standards

Please note that ACSE stands for American Society of Civil Engineers. More information may be found at <http://www.asce.org/codes-standards/>

Section 2.3: Window and Wall Panes

- Clarification:** The standard window material called for is "smoke" color (I assume bronze tinted) twin walled polycarbonate structured sheet - such as Lexan Thermoclear - but this material is not easy to see thru and the shelters will be a mugger's paradise. One important feature of a bus shelter is ease of surveillance - which is not a characteristic of this glazing material - which also does not have much in the way of UV stabilizers and is difficult to keep clean.
- Response:** Please substitute clear or tinted polycarbonate sheet for exterior applications in lieu of translucent polycarbonate structured sheet. It is recommended that you submit product sheets with the bid.
- Clarification:** The specifications call out for translucent polycarbonate structured sheet to be used as the wall glazing. This fluted material isn't the best when it comes to visibility in the shelters. It will keep the elements out of the shelter but is usually used as a roof material. I just want to make sure that the bronze structured polycarbonate is indeed what you would like for the wall glazing material.
- Response:** Please substitute clear or tinted polycarbonate sheet for exterior applications in lieu of translucent polycarbonate structured sheet. It is recommended that you submit product sheets with the bid.

Section 2.4: Finish

- Clarification:** After the last WV bus shelter procurement, we were informed that a powder coat painted finish was wanted for future shelter procurements. The shelters were going to be various colors (one color per shelter) depending on the municipality selecting the shelters.
- Response:** That is correct. We will require an array of powder coat painted colors.
- Clarification:** A galvanized coating is mentioned under 2.4 FINISH - but this applies only to steel structures not aluminum - which is described elsewhere and with a powdercoat paint finish. Please clarify.
- Response:** Please change to read powdercoat paint finish.

Questions

1.1 Scope

- Question:** As there is no "standard" order defined in terms of quantity, what may we consider as the basis of standard for any given order?
- Answer:** Since the units will be shipped to different locations, an estimate based on one unit would be appropriate.

Question: Are the shelters going to one shipping address or different addresses throughout West Virginia

Answer: Different addresses throughout West Virginia.

Question: Are the minimum quantities 1-20 for each municipality or is the total contract anticipated to be no more than 20 shelters?

Answer: The estimated amount is for the entire contract, based on our current survey.

Question: Would one shelter drawing for each shelter style suffice?

Answer: Yes, one drawing of each type of shelter will suffice.

Section 2.2.1:

Question: If shelter roofs can be wider than walls - by how much? Is this mandatory?

Answer: That will be determined by the dimensions of the shelter ordered, which is contingent on the area in which it will be placed. This is not mandatory.

Question: What are the side panel width requirements?

Answer: That will be determined by the dimensions of the shelter ordered, which is contingent on the area in which it will be placed.

Question: Do these shelter models have window frames, bottom beams, separate top beams, and are the windows pre-installed in the factory (not extra field work for your crew to install)?

Answer: All of the structural considerations not listed in the specifications are at the discretion of the vendor when providing a complete transit shelter. The specs read, "Window and roof panels shall be ¼" thick and secured to the framing structure with special extrusions to provide a safe, weather-protective enclosure." Pre installation of the windows is preferred.

Question: Will a high degree of pre-fabrication and low amount of field installation work, factor into bid award?

Answer: The vendor that meets the specifications and has the lowest grand total will be awarded.

Question: Are the Standard and Victorian Shelters to be the same except for roof style?

Answer: Yes, that is correct.

3.0 OPTIONS

Section 3.1 - Option 1: Perforated Steel Side Panels

Question: Will the quoted option for perforated steel side panels also be for the rear walls of the shelters?

Answer: Yes, the perforated steel panels are for the rear walls of the shelters as well.

Section 3.2 - Option 2: Aluminum Side Panels

Question: Will the quoted option for aluminum side panels also be for the rear walls of the shelters? Will the aluminum panels also be perforated so that you can see through those aluminum panels?

Answer: Yes, the aluminum side panels will be for the rear as well, and the panels will be perforated for visibility.

Section 3.3- OPTION 3: Shelter bench with vagrant bars

Question: Can we provide an optional bench that is extruded aluminum with space inbetween bench planks as opposed to perforated if 3' long and with 2 anti vagrant bars?

Answer: Yes, that is acceptable.

Question: The specified 3' perforated bench with two anti-vagrant bars seems small for average transit use. Just wanted to confirm the 3' size was the desired size or if the benches should be larger.

Answer: A 3' foot bench is what is being specified so that there is room inside the shelter to accommodate a wheelchair passenger.

Section 3.4 and 3.5 – Options 4 and 5

Question: There is reference to SOL solar lighting and also CAramanah Solar Powered Transit Stop - what is the difference?

Answer: The solar lighting is a solar powered light that attaches to the inside of the shelter roof. The solar powered transit stop has both a light for the area and a signal light for the bus. Please see attached product sheets

Please note the Product Sheet on the Tolar Shelter referenced in the specifications is attached.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: August 27, 2012

Submit Questions to:

Paul Reynolds

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: paul.reynolds@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

September 18, 2012 @ 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- 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 Purchase Order 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. **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.

7. **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.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **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 issued and 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.

| | **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.

| ✓ | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

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 above.

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

[
[
[
[

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

for .

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

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

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

16. 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.

17. PAYMENT: 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.

51. 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.

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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

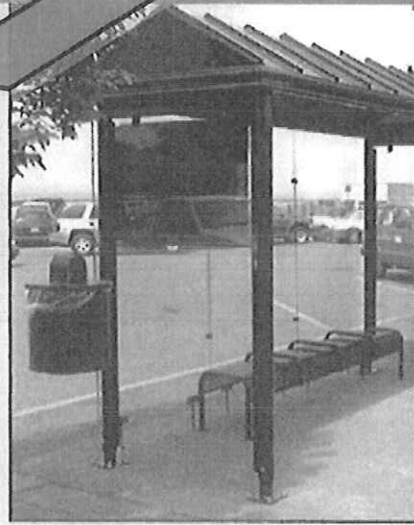
53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance 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.

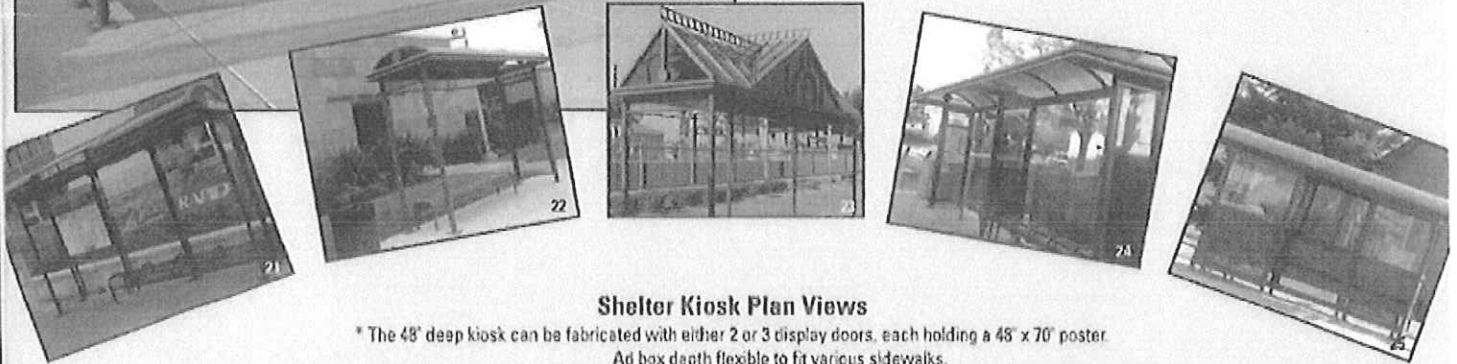
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single 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.

Shelters Without Advertising

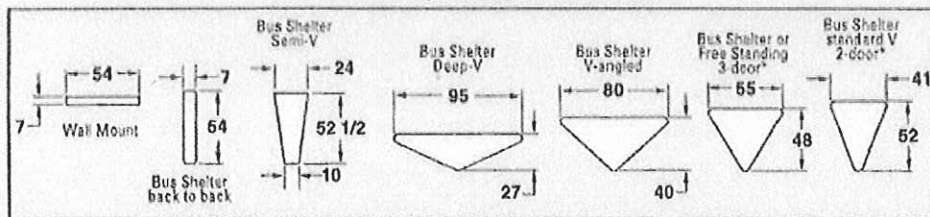


- G. Model 9NALD-6L with optional features: Roof ends closed off with aluminum, flat back-to-back advertising kiosk, 40" perforated metal bench with 1 anti-vagrant bar
- H. Model 17ALP-DCPM with optional features: Two powder coat colors, 48" V' angled 2-door advertising kiosk, additional roof battens, mission style perforated metal rear panels, street corner plaque, 6' expanded metal bench with back
- I. Model 17ALD-DCPM with optional features: Aluminum roof panels, additional roof battens, decorative Victorian perforated metal rear panels, 5' perforated metal bench with 2 anti-vagrant bars
- J. Model 13ALD-PM with optional features: 48" 2 door V' angled advertising kiosk, 5' wire gr bench, 24 gallon wire grid pole mount trash receptacle with hinged and covered lid
- K. Model 14AHD-PACPM with optional features: Flat back-to-back advertising kiosk, radius perforated metal panels, 2 color powder coat option, 8' Perforated metal bench with 3 anti-vagrant bars, 20 gallon smooth side pole mount trash receptacle
- L. Model 13HPGL10 smoking shelter
- M. Model 13NAHD-RWSS custom stainless steel shelter for installation in Santa Monica, CA



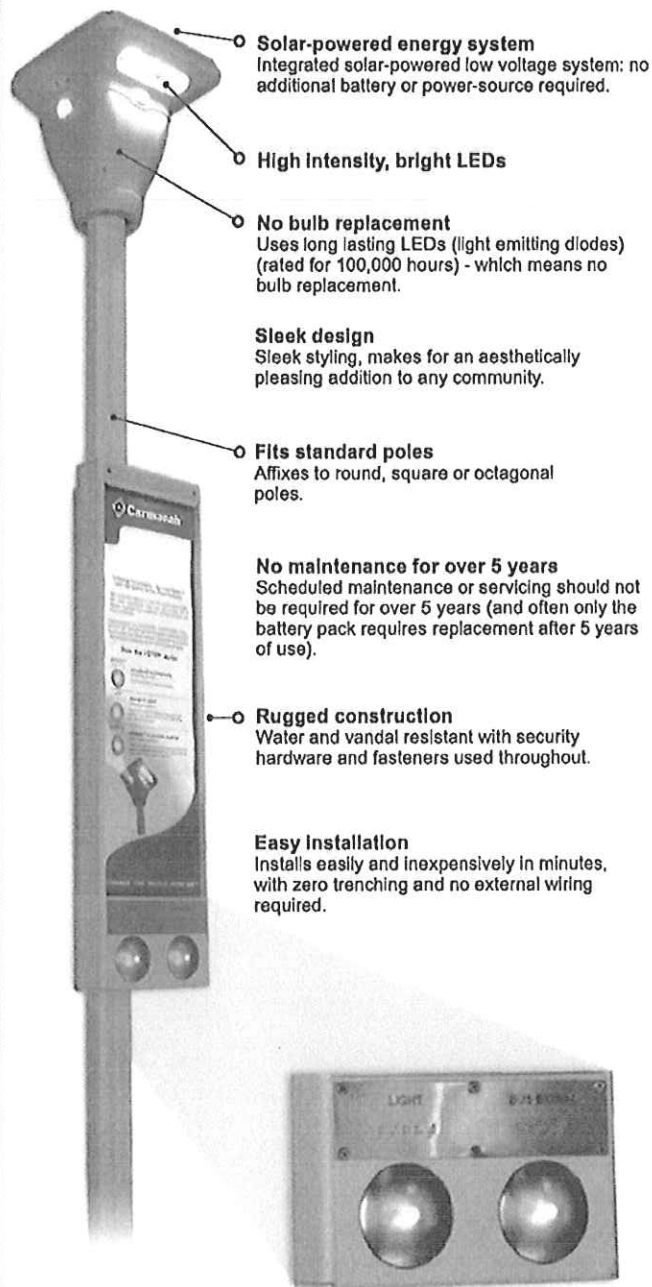
Shelter Kiosk Plan Views

* The 48" deep kiosk can be fabricated with either 2 or 3 display doors, each holding a 48" x 70" poster.
Ad box depth flexible to fit various sidewalks.



i-STOP®

Solar-Powered LED-Illuminated Transit Stop

**Carmanah®**

Solar-powered energy system
Integrated solar-powered low voltage system: no additional battery or power-source required.

High intensity, bright LEDs

No bulb replacement
Uses long lasting LEDs (light emitting diodes) (rated for 100,000 hours) - which means no bulb replacement.

Sleek design
Sleek styling, makes for an aesthetically pleasing addition to any community.

Fits standard poles
Affixes to round, square or octagonal poles.

No maintenance for over 5 years
Scheduled maintenance or servicing should not be required for over 5 years (and often only the battery pack requires replacement after 5 years of use).

Rugged construction
Water and vandal resistant with security hardware and fasteners used throughout.

Easy installation
Installs easily and inexpensively in minutes, with zero trenching and no external wiring required.

i-STOP®

The i-STOP® solar-powered LED lighting system provides a safer bus stop environment with the following features:

**i-SIGNAL™ Flashing Beacon**

- An efficient day/night signaling device enables waiting passengers to notify oncoming buses that a stop is required
- This unique patented feature, reduces or eliminates rider pass-bys
- Increases ridership

**Security Downlighting**

- Bright white safety lighting
- User activated at the push of a button
- Provides enhanced security and convenience for waiting passengers
- When mounted on a 10 foot pole, provides direct lighting of approximately 6 ft in diameter and ambient light for a larger area

**Illuminated Schedule**

- On demand illumination using unique LED edge-lighting
- Sleek, compact, vandal-resistant design offering maximum viewing area

New and Improved Activation Buttons

- UL compliant
- ADA compliant
- 2" round stainless steel
- Self illuminating with an LED in the center of each button
- Vandal resistant
- Braille button identification plate for visually impaired persons

Canada & US: 1-877-722-8877

Worldwide: +1 250-380-0052

www.carmanah.com

CHANGE THE WORLD WITH US™

i-STOP®

Solar-Powered LED-Illuminated Transit Stop

**What do transit agencies say about the benefits of the i-STOP® system?****The i-STOP® system is a wise investment**

"Whenever you have light at night, you have a safer area regardless of where you are. It reduces rider pass-bys by clearly signaling bus operators... This project is a smart infrastructure investment from a cost-benefit perspective. Installations are quick and inexpensive because each unit is self-contained and requires no digging or electrical hookup." - TJ Ross, Executive Director, PACE Suburban Bus

The i-STOP® system intensifies customer satisfaction and increases safety

"Our drivers really like the signal and say it makes their jobs safer and easier...also, the security down-lighting provides a bright halo of light that greatly improves safety and convenience for our customers. Our analysis...also found the i-STOP by far to be the easiest product to assemble and install. Last, but not least, we judged the i-STOP to be the most aesthetically pleasing product available on the market..." - Joe Meer, Morongo Basin Transit Authority, Joshua Tree, CA

The i-STOP® system can increase ridership

"Last month, Pace [installed] solar-powered illuminated bus stops installed along the Sibley Boulevard route in Harvey, Dolton and Calumet City. 'They want to make sure the drivers are seeing them at night,' said Blaine Krage, a Pace spokesman. "With it getting dark early now, and if you're at a stop where you can have a light turned on for added safety, we think that definitely helps,' Krage said. "Conveniences like that help draw people to public transit when you are making it easier for them to ride," Krage said." - Virginia Groark, Tribune staff reporter. Chicago Tribune. Chicago, Ill.: Dec 6, 2003. pg. 4

SPECIFICATIONS**I-SIGNAL™ Flashing Beacon (US Patent #6,355,989)**

Night visibility range	~ 1 Mile (1.6km)
Day visibility range	~ 0.25 Mile (0.4km)
Flasher colors	White
Illumination technology	Bright, high-intensity LEDs
Flash pattern	60 fpm
Duration of flashing per activation	60 seconds default *

Security Downlighting

Illumination technology	Bright, high-intensity LEDs
Output color	White
Illumination area	~ 6ft. (182 cm) diameter circle from 10ft. (304 cm) pole
Output Orientation	Four options in relation to I-Signal™
On time per activation	5 minutes default *

Illuminated Schedule (Patent Pending)

Illumination technology	Bright, high-intensity LEDs, edge-lit acrylic panel
On time per activation	30 seconds default *
Dimensions (viewable area)	6.9 inches (15 cm) wide x 19.9 inches (51 cm) long *
Actual dimension of schedule	6.25 inches (15.88 cm) wide x 19.75 inches (50.17 cm) long*
Construction	Vandal-resistant aluminum extrusion
Trim	Powder coated any color

Solar Engine (Patent Issued)

Solar panel	High-efficiency mono-crystalline solar cells. Potted with UV-resistant polyurethane. Domed for superior protection and efficiency
Battery	Pure-lead thin plate with starved-electrolyte (fully recyclable)
Light control	Automatic Light Control (ALC) adjusts illumination intensity/autonomy according to prevailing weather and solar conditions
Power Management System	MICROSOURCE® Energy Management System
Minimum autonomy	35 Hours
Minimum equivalent peak sun hours to maintain minimum autonomy	2 Hours
Operating temperature range	-40°F to 176°F (-40°C to +80°C)
Housing	Injection-molded high-impact polycarbonate, UV-protected
Patent	ALC patent #: 6,573,659 and 5,782,552

* Contact Carmanah for different options
All specifications are subject to change without notice.

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Transit Shelter Security Light



Total Photos (14)



The Transit Shelter Security Light (TSSL) is an all-inclusive, factory-assembled, modular designed unit incorporating dual UniStar™ LEDs, batteries and smart controller in a corrosion-resistant unit. It features bright white LEDs that illuminate waiting areas inside shelters throughout the night providing greater comfort and security for waiting commuters. This commercial outdoor transit lighting system is configured to your shelter location to ensure reliable lighting under extreme weather and site conditions.

FEATURES

System is TÜV listed to UL 1598:09.2008 and CSA C22.2 No. 250.0-08

National Electric Code Article 690 Compliant

Powder coated in your color choice to match your shelter

Maintenance free batteries provide five nights of back-up power

Choice of standard PV module or flexible ThinFilm

FivePlus™ Warranty includes 10 years on electronics, wiring, fixtures and 20 years on mounting hardware and solar panels

How Much Can You Save?

Need Help?

Contact Us. Get a Quote Today.

[Get a Quote](#)

Benefits

Saves on labor and assembly costs with quick installation via hinged cover and keyed test button

Saves money with no electricity bills and no maintenance for the first five years

Avoids costly trenching and wiring allowing it to be installed at or below the cost of grid-connected lighting

Demonstrates your commitment to sustainable design (contributes no CO2)

Technical Downloads & Specifications

PHOTOMETRY

[UniStar 2W \(2KB\)](#)

[LM-73 Report UniStar 2W \(1MB\)](#)

PRODUCT DOCUMENTS

[Layout TSSL with UniStar LEDs \(24KB\)](#)

Alternative Products to Consider:



Oasys™ Solar Shelter Lighting
Oasys™ Shelter Lighting is a fully integrated solar outdoor lighting system engineered for rugged environments and is available with a remote or integrated LED luminaire.

[Learn More](#)

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CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: PTR13002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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