**SPECIFICATIONS**

1. **Purpose and Scope:** The West Virginia at Parkersburg Purchasing Division is soliciting bids to establish a contract for the one time purchase of a quantity of 500, 2x4 LED Lay In Lithonia #2GTL4-LP840 or comparable light fixtures. All quotations are due in writing to the WVU Parkersburg Purchasing Office, care of Jeannine Ratliffe, Chief Purchasing Officer, 300 Campus Drive, Parkersburg not later than 4 PM (Eastern Time), April 11th, 2017.
2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
   1. **“Contract Item”** means quantity of 500 - 2X4 LED Lay In Light Fixtures as more fully described by these specifications.
   2. **“Pricing Page”** The Vendor should provide WVU at Parkersburg a quote for its proposed price for the Contract Items per 4.2 below.
   3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **General Requirements:**
   1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
      1. 2X4 LED LAY IN LIGHT FIXTURES
         1. Quantity of 500 LED Light Fixtures. Fixture must be Lithonia #2GTL4-LP840 brand or Equivalent.
4. **Contract award:**
   1. **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
   2. **Pricing Page:** Vendor should provide a pricing page that includes a description and model of the items specified, the cost per unit, and the total cost for the entire purchase. All quotes should include as estimate of shipping times and cost of shipping. **Pricing page must be signed by vendor**.
5. **PAYMENT:**
   1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
6. **DELIVERY AND RETURN:**
   1. **Shipment and Delivery:** Vendor shall ship the Contract Items with in the time frame guaranteed in their quote **not to exceed 15 business days after the award**. Contract Items must be delivered to Agency at 300 Campus Drive, Parkersburg, WV 26104.
   2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
   3. **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency’s location.
   4. **Return of Unacceptable Items:** If the Agency deems the Contract Itemsto be unacceptable, the Contract Items 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 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.
7. **VENDOR DEFAULT:**
   1. The following shall be considered a vendor default under this Contract.
      1. Failure to provide Contract Items in accordance with the requirements contained herein.
      2. Failure to comply with other specifications and requirements contained herein.
      3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
      4. Failure to remedy deficient performance upon request.
   2. The following remedies shall be available to Agency upon default.
      1. Immediate cancellation of the Contract.
      2. Immediate cancellation of one or more release orders issued under this Contract.
      3. Any other remedies available in law or equity.

**8. OTHER TERMS & CONDITIONS:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

**8 8.1** **Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**8.7** **8.2** **Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the West Virginia University at Parkersburg is exempt from any taxes regarding performance of the scope of work of this contract.

**8.3 *Agreement Addendum (Form WV96)***

The Agreement Addendum (Form WV96) are the standard State of West Virginia terms and conditions issued by the West Virginia Attorney General and must be agreed to by the successful vendor prior to receiving a contract/purchase order. No modifications may be made to these terms and conditions without written consent of the Attorney General.

1. **EXHIBITS**

**The following Exhibits are a binding part of this RFQ and must be returned with the quotation:**

* Vendor Registration and Disclosure Statement
* Request for Taxpayer Identification (IRS Form W-9)
* Purchasing Affidavit
* Agreement Addendum (Form WV-96)

**Forms can be found at:**

http://www.wvup.edu/about/business-office/current-bidsproposals/purchasing-documents/

1. **WVUP CONTACTS:**

Vendors desiring to visit the campus to review the project or who have questions may attend a meeting conducted by WVUP’s Director of Facilities, Dave White on April 6th, 2017 at 10:00a.m. The meeting will begin in the Business Office Conference Room followed by a tour of the work area. Questions and proposals should be presented in writing no later than April 10th.

Jeannine Ratliffe, Chief Purchasing Officer

300 Campus Drive

Parkersburg, WV 26101

[Jeannine.ratliffe@wvup.edu](mailto:Jeannine.ratliffe@wvup.edu)

Answers to all questions and Addendums will be posted on the WVUP purchasing website at http://www.wvup.edu/about/business-office/current-bidsproposals/. It is the responsibility of the vendor to monitor this website for changes relating to this request for quotation.