



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 740703

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000227783



SO Doc ID: DOT2100000005

Legal Name: MID ATLANTIC MAINTENANCE INC

Published Date: 8/3/20

Alias/DBA:

Close Date: 8/12/20

Total Bid: \$58,125.00

Close Time: 13:30

Response Date: 08/12/2020



Status: Closed

Response Time: 11:30

Solicitation Description: ADDENDUM 2 TRAILER MTD.
SOLAR POWERED ARROW



Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 740703

Solicitation Description : ADDENDUM 2 TRAILER MTD. SOLAR POWERED ARROW BOARDS-7020EC13

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-12 13:30:00	SR 0803 ESR08122000000000872	1

VENDOR

000000227783

MID ATLANTIC MAINTENANCE INC

Solicitation Number: CRFQ 0803 DOT2100000005

Total Bid : \$58,125.00 Response Date: 2020-08-12 Response Time: 11:30:40

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Trailer mounted solar powered arrow boards	15.00000	EA	\$3,875.000000	\$58,125.00

Comm Code	Manufacturer	Specification	Model #
46161520			

Extended Description :	Trailer Mounted Solar Powered Arrow Boards
------------------------	--



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

State of West Virginia
Request for Quotation
31 — Public Safety

Proc Folder: 740703

Doc Description: TRAILER MTD. SOLAR POWERED ARROW BOARDS-7020EC13

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-20	2020-08-12 13:30:00	CRFQ 0803 DOT2100000005	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Mid Atlantic Maintenance, Inc

PO Box 3405

Parkersburg, WV 26103

304-346-5521

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN # 80-0656610

DATE 8-12-2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TRAILER MOUNTED SOLAR POWERED ARROW BOARDS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trailer mounted solar powered arrow boards	15.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161520			

Extended Description :

Trailer Mounted Solar Powered Arrow Boards

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY PRE-BID MEETING	2020-07-28
2	VENDOR QUESTION DEADLINE	2020-07-31

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

Date and Time: July 28, 2020 at 10:00 AM

Location:

WV DOH Equipment Division Conference Room
83 Brushy Fork Road Crossing
Buckhannon, WV 26201

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 31, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Crystal.G.Hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ DOT2100000005

BID OPENING DATE: August 12, 2020

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 n/a 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 12, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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. 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.

13. 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.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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
Award _____ and extends for a period of One (1) 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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **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 Award Document 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. 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.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00--**See Below per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ ***Please make insurance certificate to read as follows:
State of WV, 1900 Kanawha Blvd E, Bldg 5, Charleston, WV 25305

☒ ***State of WV must be listed as additional insured.

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

40. 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.

41. 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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 hearth, 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:
- c. 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
- d. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Cameron Morrison Division Manager
(Name, Title)
Cameron Morrison Division Manager
(Printed Name and Title)
PO Box 3405 Parkersburg WV 26103
(Address)
304-346-5521 / 304-346-5554
(Phone Number) / (Fax Number)
cmorrison@midatlanticusa.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Mid Atlantic Maintenance, Inc
(Company)

Cameron Morrison Cameron Morrison Division Manager
(Authorized Signature) (Representative Name, Title)

Cameron Morrison Division Manager
(Printed Name and Title of Authorized Representative)

8-12-2020
(Date)

304-346-5521 / 304-346-5554
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2100000005

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☒ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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.

Mid Atlantic Maintenance, Inc

Company


Authorized Signature

8-12-2020

Date

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

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Trailer Mounted Solar Powered Arrow Board.
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.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDOH”** means West Virginia Division of Highways.
 - 2.5 **“OSHA”** means Occupational Safety and Health Act of 1970/ Exhibit C, Reference www.osha.gov.
 - 2.6 **“RF”** means Interference radio frequency.
 - 2.7 **“L.E.D.”** means lighting emitting diode.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 General – Trailer Mounted Solar Powered Arrow Board.

- 3.1.1.1 The unit specified herein and offered shall be manufactured after January 1, 2020 and must be a new unit, not previously used or sold.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

3.1.2 Arrow Board

3.1.2.1 The arrow board shall be a weather-tight panel/minimum 48 inches high by 96 inches wide.

3.1.2.2 The height from the bottom of the panel to the roadway when deployed shall be seven (7) feet above the roadway.

3.1.3 Power Source

3.1.3.1 Arrow board shall have built in auxiliary battery charger which would enable the batteries to be hooked up to an AC power source at the storage yard or off of a generator in the field so that the batteries shall be fully charged.

3.1.3.2 Charge time and charger version shall be based on the manufacturer's battery configuration.

3.1.3.3 The battery bank shall be of sufficient size and capacity to power the unit a minimum of 30 days with no solar assist.

3.1.3.4 The solar generator shall incorporate a 12 Volt DC Photovoltaic Solar Panel mounted on a self-erecting; automatic positioning device located above the unit.

3.1.3.5 The batteries shall be protected to prevent damage due to overcharging or discharging too deeply at any temperature.

3.1.3.6 The unit shall go to four (4) corner caution when charging is required.

3.1.4 Face Panel

3.1.4.1 Lamps shall be five (5) inch amber L.E.D. with minimum angularity of 30 degrees.

3.1.4.2 The unit shall increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle and minimum legibility distance of one (1) mile.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

3.1.4.3 The face of the panel shall be flat black with 15 hooded lamps.

3.1.4.4 The unit shall have the capability of the following modes of operation:

- (1) Right arrow – ten (10) lamps flashing in unison.
- (2) Left arrow - ten (10) lamps flashing in unison.
- (3) Double arrow – five (5) lamps in each arrowhead and three (3) lamps in shaft, all flashing in unison.
- (4) Warning bar – seven (7) horizontal lamps flashing in unison.
- (5) Four-point caution – four (4) outermost corner lamps flashing in unison.
- (6) Indicator lights on back of panel.

3.1.4.5 The flash rate shall be 30 flashes per minute and the flash cycle time shall be two (2) seconds with 50 percent on time.

3.1.5 Controller

3.1.5.1 The arrow board controller shall be housed in a weatherproof, lockable enclosure.

3.1.6 Communication

3.1.6.1 Unit shall be safe guarded from any unwanted outside RF interference which would include but not limited to VHF/FM receiver, 2-way receiver, cell phones, etc.

3.1.7 Paint

3.1.7.1 Arrow board shall be painted flat black.

3.1.8 Trailer

3.1.8.1 2,000 lb. axle with leaf springs.

3.1.8.2 Tubeless, standard tread tires and wheels.

3.1.8.3 Heavy duty pintle eye hitch, 3" inner diameter.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

3.1.8.4 Adjustable jack stand on trailer tongue.

3.1.8.5 The unit shall have five (5) telescoping jack stands, all four (4) corners and tongue to stabilize unit while in operation.

3.1.8.6 Lighting and safety chains for highway use.

3.1.8.7 Heavy duty lighting for towing of unit with quick disconnect male pin plug.

3.1.8.8 License plate brackets.

3.1.8.9 Wheel fenders.

3.1.8.10 The arrow board shall be raised and lowered using a hand operating winch (or hydraulic pump and ram).

3.1.8.11 Unit shall include LED taillights, stop lights, turn signals, license mount with light, and all necessary reflectors.

3.1.9 Trailer Paint

3.1.9.1 The trailer shall be painted manufacturer standard color paint for this unit.

3.1.10 Miscellaneous:

3.1.10.1 Unspecified Accessories & Features: All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

3.1.10.2 Unit shall be delivered: to WVDOH with all manufacturers recommended safety related decals and safety features intact.

3.2.1 Vendor Responsibility:

3.2.1.1 The vendor is responsible to furnish a full matrix trailer mounted solar powered message board light that is properly engineered and that conforms to all and any laws governing such equipment.

3.2.2 Representative Unit for Test:

3.2.2.1 The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.2.3 Operating and Service Manuals and Parts Lists:

3.2.3.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Todd Campbell. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

3.2.4 Training:

3.2.4.1 Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering

the operation, maintenance, troubleshooting with each purchase order against this open-end contract.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to:

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

3.2.5 Preventative Maintenance & Operator Procedures:

3.2.5.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids, i.e. videos, projectors as required in conducting the training.

3.2.6 Warranty and Service Policy:

3.2.6.1 The unit must be accompanied upon delivery by the unit's manufacturers executed standard warranty and service policy.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price and multiply by the Estimated Quantity to calculate the Total Bid Amount. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contains a list of the Contract 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Crystal.G.Hustead@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 60 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. A

**REQUEST FOR QUOTATION
CRFQ DOT2100000005**

CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

completed pilot model for inspection must be provided within 30 working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.2 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 cancellation of the delayed order, and/or 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.

- 6.3 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.

- 6.4 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

- 6.5 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION
CRFQ DOT2100000005
CLASS 839 Trailer Mounted Solar Powered Arrow Boards (7020EC13)

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.3 **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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Cameron Morrison
Telephone Number: 304-346-5521
Fax Number: 304-346-5554
Email Address: cmorrison@midatlanticusa.com

Trailer Mounted Solar Powered Arrow Board

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Trailer Mounted Solar Powered Arrow Board		15	\$3,875.00	\$58,125.00
Total Bid Amount 					\$58,125.00

Vendor Information

Company Name: Mid Atlantic Maintenance, Inc

Contract Manager: Cameron Morrison

Address: PO Box 3405 Parkersburg, WV 26103

Phone: 304-346-5521

Fax: 304-346-5554

Email: cmorrison@midatlanticusa.com

Signature: 

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Mid Atlantic Maintenance, Inc **Address:** PO Box 3405 Parkersburg, WV 26103

Name of Authorized Agent: Cameron Morrison **Address:** PO Box 3405 Parkersburg, WV 26103

Contract Number: DOT2100000005 **Contract Description:** Trailer Mtd. Solar Powered Arrow Boards

Governmental agency awarding contract: West Virginia Department of Highways- Equipment Division

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: Cameron Morrison **Date Signed:** 8-12-2020

Notary Verification

State of Ohio, County of Belmont:

I, Cameron Morrison, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12th day of August, 2020.



ANDREA DAVIS
Notary Public
State of Ohio

Andrea Davis

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mid Atlantic Maintenance, Inc

Authorized Signature: Andrea Davis Date: 8-12-2020

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 12th day of August, 2020.

My Commission expires July 13, 2025.



ANDREA DAVIS
Notary Public
State of Ohio
My Comm. Expires
July 13, 2025

AFFIX SEAL HERE

NOTARY PUBLIC

Andrea Davis

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 Vendor Preference, if applicable.

1. ☒ **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. ☒ **Application is made for 5% 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% 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% 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.
7. ☒ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. ☐ **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: Mid Atlantic Maintenance, Inc

Signed: Cameron M. M...

Date: 8-12-2020

Title: Division Manager

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV047493

Classification:

ASPHALT
SPECIALTY

MID ATLANTIC MAINTENANCE INC
DBA MID ATLANTIC MAINTENANCE INC
PO BOX 3405
PARKERSBURG, WV 26103

Date Issued

OCTOBER 26, 2019

Expiration Date

OCTOBER 26, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 618
Charleston, West Virginia 25305-0430 • (304) 558-3931

Byrd E. White, III
Secretary of Transportation
Commissioner of Highways

July 13, 2020

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

Ms. Amber Semones
Mid Atlantic Maintenance, Incorporated
Post Office box 3405
Parkersburg, West Virginia 26103

Dear Ms. Semones:

Annual Update - DBE Certification

We are pleased to inform you that the documents your firm submitted have been reviewed and approved. Your firm will continue to be listed in the West Virginia Department of Transportation, Division of Highways Contractor's Proposals as a DBE firm certified under the provisions of 49 CFR Part 26.

Please be reminded that as a DBE you must inform this office, within thirty days and in writing, of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application form. Failure to do so may result in removal of your DBE certification in accordance with 49 CFR Part 26, §26.83(j) of the Federal Regulation.

Should you have questions or require additional information, please do not hesitate to contact this office.

Sincerely,

William Hartwell, Attorney
CRC Division

WH:F



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Ins Agcy-Marietta 124 Putnam Street Marietta OH 45750		CONTACT NAME: Nicole McCullough PHONE (A/C, No, Ext): 937-283-3033 FAX (A/C, No): 740-376-6409 E-MAIL ADDRESS: nicole.mccullough@pebo.com		
INSURED Mid Atlantic Maintenance Corporation PO Box 3405 Parkersburg WV 26103 MIDAT-1		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Brickstreet Mutual Ins Co		12372
		INSURER B: Encova (Motorists)		13331
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1989870161

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		5000067811	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			5000067811	11/23/2019	11/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			5000068727	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1021886	2/1/2020	2/1/2021	☒ PER STATUTE ☐ OTH-ER Incl Empls Liab. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OH Employers Liability			5000067811	11/23/2019	11/23/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description: Sale of Electrical Equipment

Certificate holder is additional insured on the General Liability when required by written contract. 30 days notice of cancellation applies except for 10 days notice due to nonpayment.

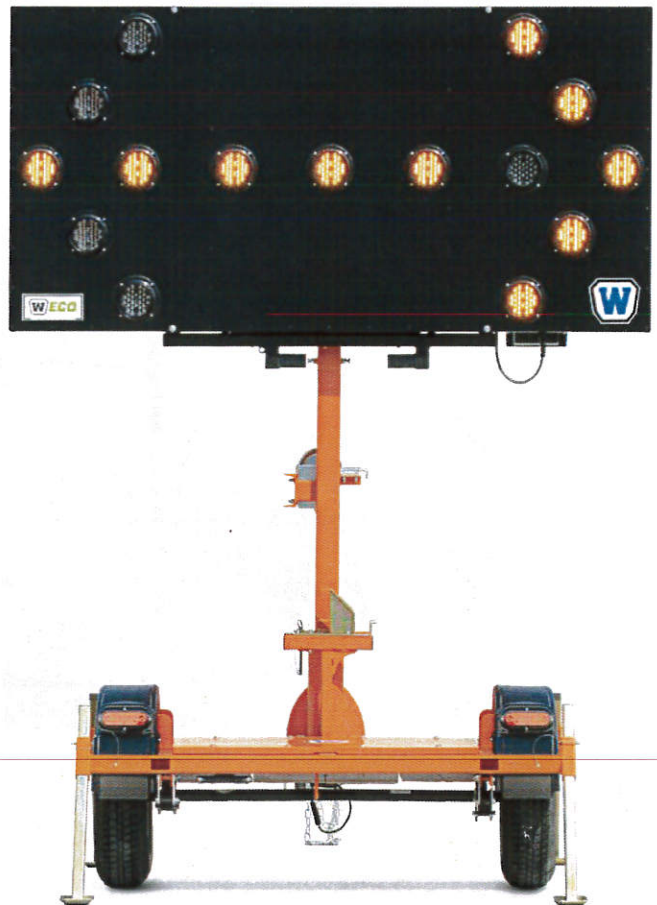
CERTIFICATE HOLDER**CANCELLATION**State of West Virginia
1900 Kanawha Blvd E
Building 5
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

WECO[®] Arrowboards



Orange for safety.
Green for the environment. 



Runs for years without intervention, and its batteries are completely maintenance free

- Maintenance-free batteries
- 80% less power consumption
- 80% less lead
- Sealed batteries will never leak or spill

W|ECO® Arrowboards feature the lowest power consumption in the industry. Innovative engineering employs a unique system that uses small, eco-friendly batteries to power high-output, energy-efficient LEDs. The result is a remarkable technology that benefits the environment without sacrificing performance.

Traditional arrowboard batteries can leak and spill their contents onto the ground, polluting the land and contaminating ground water. W|ECO technology is better for the environment because it allows the use of smaller, sealed batteries.

Smaller batteries means less lead content—80% less, when compared to traditional arrowboards. And W|ECO batteries require no maintenance, resulting in longer battery life and significant savings.

With an 80% decrease in power consumption over traditional solar arrowboards, W|ECO batteries take less time to charge—5 to 6 hours instead of 24—which not only saves energy but results in less downtime.

During the manufacturing process, powder coating emits near-zero volatile organic compounds (VOCs), and all over-spray is reclaimed and reused. Finally, nearly every component can be recycled.

More than just eco-friendly

W|ECO arrowboards are designed to meet and exceed the highest standards of quality and performance in the industry. High-output amber LEDs provide superior visibility, and the all-welded steel frame guarantees longevity.

Wanco's unique design fully supports the board with a single locking device that holds the board in place for transport and during operation. Folding-frame, vertical-mast and skid-mounted models are available.

For see or buy W|ECO Arrowboards, call **800.972.0755** or visit wanco.com.



Brief specifications

Board material	Aluminum sheet and welded channels
Frame construction	All-welded structural steel
Finish	Powder-coated and oven-baked
Controller	Self-contained solid-state electronics located in lockable weather-resistant aluminum enclosure
Display options	15-light and 25-light models provide up to 12 arrow display functions Automatic dimming is standard
Power system	Two sealed, leak- and spill-proof, 12-volt, 18Ah VRLA batteries are standard; three batteries are optional Up to 100 watts solar charging, solid-state voltage regulator, charge indicator, overcharge and deep discharge protection Includes PTC resettable fuses, reverse polarity protection, and low-voltage disconnect system Positive-drive voltage system applies voltage to lamps only when lit
Industry standards	Meets MUTCD



WANCO INC.
5870 Tennyson Street
Arvada, Colorado 80003
800-972-0755
303-427-5700
303-427-5725 fax
www.wanco.com

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco, W|ECO, "Orange for safety, green for the environment," and the Wanco and W|ECO logos are registered trademarks of Wanco Inc.

©2020 Wanco Inc. All rights reserved. Printed in the USA. | WPB0009 February 2020



Printed on recycled paper



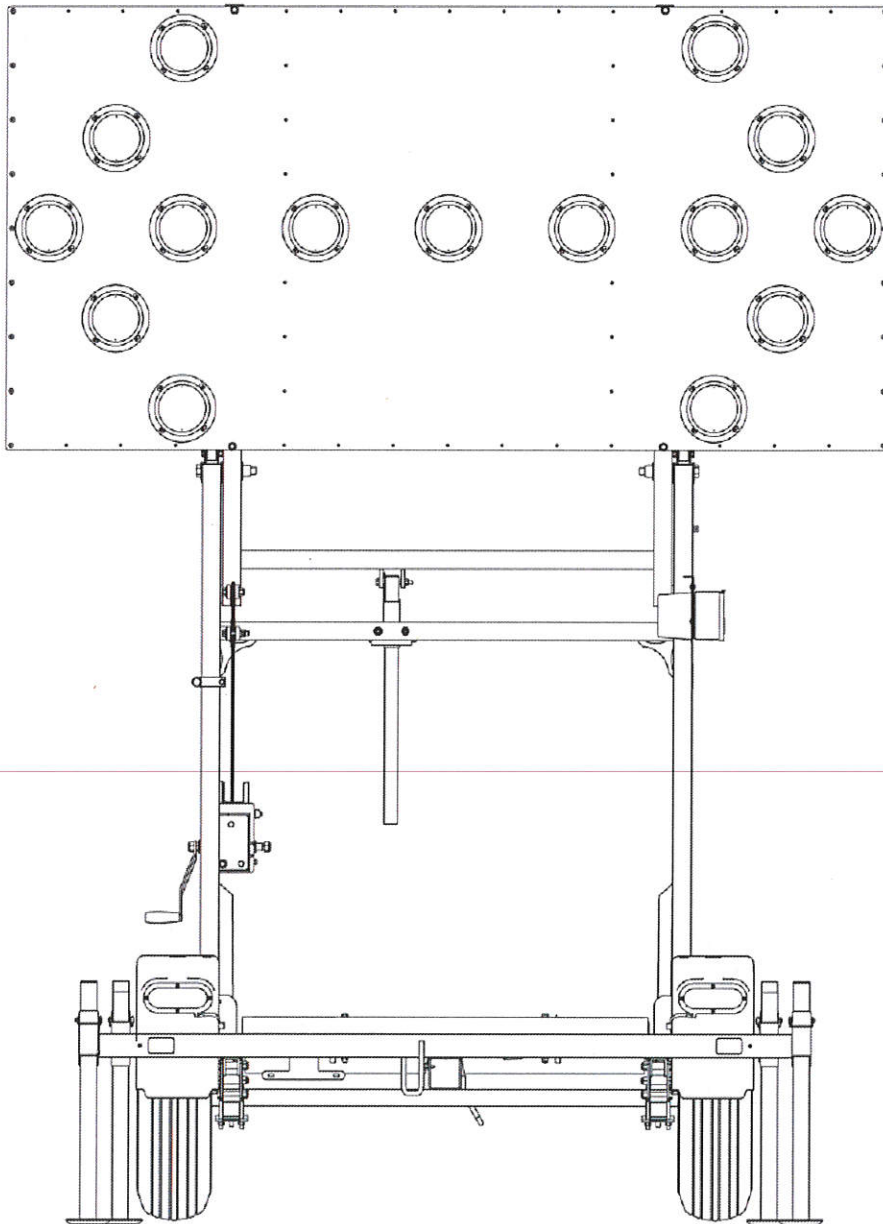
WSD-1011

3 2020

W|ECO® FOLDING ARROW-BOARD TRAILERS

MODEL WTSP

PRODUCT SPECIFICATIONS | MARCH 2020



1. DESCRIPTION

- 1.1. Description Arrow boards direct traffic by flashing a brightly lit arrow pattern on a large, highly visible display panel. Wanco® arrow boards are portable and self-powered, requiring no permanent installation or wiring. Arrows and other patterns are selected by the user.
- Wanco Folding Arrow Board Trailers features a display panel that pivots up to the vertical position when deployed, and down to the horizontal position for transport. The display is locked in place with a single support for ease of use.
- Wanco trailer-mounted arrow boards feature W|ECO® technology, a highly efficient power system. With Wanco's exclusive LED lamps and small, eco-friendly batteries, W|ECO arrow boards are extremely energy-efficient without sacrificing performance. Power is provided by batteries, which are charged by an automated solar charging system. With sufficient sunlight, W|ECO arrow boards can run indefinitely without intervention.
- 1.2. Models
- 1.2.1. WTSP-LSA Arrow-board trailer with 15-light display panel
- 1.2.2. WTSP-LSAC Arrow-board trailer with 25-light display panel

2. FEATURES

- 2.1. Operation
- High-output amber LEDs
 - Selection of arrow and other display patterns
 - Easy to operate and maintain
 - Heavy-duty hand-winch with safety brake allows one person to raise board
 - Single locking device holds arrow board in place while operating and during transport
 - Controller located safely away from traffic
 - Weather-resistant control box cover has lockable slam-latch
 - Control box outputs have short-circuit protection, helping prevent blown transistors
 - Arrow display has automatic dimming
 - Stabilizer legs raise tires off the ground to provide stability in high wind
 - Meets MUTCD
- 2.2. Power system
- Energy-efficient operation results in long run times
 - Solar panels charge batteries automatically without intervention
 - Charging system shuts down when batteries are fully charged, preventing damage
 - Unique system allows battery charging with solar panels or commercial power
 - Power system includes reverse polarity protection and low-voltage disconnect circuit
 - Controller has resettable fuses
 - Solar charging system features solid state voltage regulator with charge indicator

- 2.3. Maintenance
 - Maintenance-free batteries
 - Durable powder-coat finish resists the elements
 - In travel position, unique design supports board without rear braces, reducing possibility of damage during transport or storage
 - Lamps and visors are easily replaced
 - Standard trailer tires
 - Heavy-duty bolt-on fenders can be replaced if damaged
- 2.4. Environmental
 - Consumes 80% less power than traditional solar arrow boards
 - Small batteries have 80% less lead content
 - Sealed batteries will not leak or spill
 - Decreased charging time saves energy and downtime
 - Manufacturing process emits near-zero VOCs
 - Nearly every component can be recycled
- 2.5. Application

Common applications include:

 - Roadwork zones
 - Lane, road and bridge closures
 - Public events

3. DISPLAY

3.1. Display panel

- 3.1.1. Description

Weather-resistant cabinet provides a rigid platform for LED lamps
- 3.1.2. Size

48" x 96" x 3" (122 x 244 x 8cm)
- 3.1.3. Height

When deployed, 84" (213cm) from ground to bottom of display panel
- 3.1.4. Construction

Outer frame constructed of aluminum channel, 3" x 1" x 1/8" thick. Two interior channels add strength and prevent distortion of front and rear panels. All channel joints are welded.

Front and rear panels constructed of aluminum sheet, 5052-H32, 0.062" (1.575mm) thick. Panels are riveted and screwed to frame and interior channels.
- 3.1.5. Finish

Oven-baked, flat-black (10% gloss), powder-coat finish ensures durability and corrosion protection. Panel assembly is high-pressure phosphate-washed prior to finish coat.
- 3.1.6. Wiring

Weatherproof wiring between solar panel, control box, and display panel is P-clamped to trailer frame
- 3.1.7. Storage

When lowered for storage and transport, the display panel is held in place without rear braces. As a result, the panel never strikes another surface during transport, eliminating damage that might otherwise occur (such as abrasion, deformation, and warping).

3.2. Front lights

3.2.1.	Description	Display lights are laid out across the front face of the display panel. The layout allows for a variety of arrows and other patterns to appear depending on which lights are lit. The desired pattern is selected by the operator, using the arrow board controls.	
3.2.2.	Type	PAR 46 LED lamp, 5¼" (14.5cm) dia.	
3.2.3.	Wattage	<1.0W per lamp	
3.2.4.	Voltage	8.0Vdc	
3.2.5.	Light output	1425 lux per lamp	
3.2.6.	Reverse-polarity protection	Protects lamps if control box wiring is connected backwards (which sometimes happens after servicing)	
3.2.7.	LEDs	Technology	AllInGaP II (aluminum indium gallium phosphide) technology, T-1¾ size
		Color range	Amber, 590 to 593 nm
		Forward voltage	2.0 to 2.1Vdc @ 20mA
		Temperature limits	Operating temperature, -22 to 185°F (-30 to 85°C)
3.2.8.	Lens	Function	Each lamp has an integrated hex lens that enhances the brightness and angularity of each LED while reducing power consumption
		Material	Acrylic
		Beam angle	Horizontal: 16.8 degrees, ±8.4 degrees
			Vertical: 9.5 degrees, ± 4.75 degrees
3.2.9.	Visor	Angle determined by 10% of peak candle power (certified by independent testing laboratory)	
		Function	Each lamp is shrouded by a visor that enhances visibility by shading the lamp and preventing glare
		Material	High-impact ABS plastic
3.2.10.	Visibility	Mounting	Four keyed slots enable visor to be removed from the display panel without removing screws
		At least 1 mile (1.6km)	
		Total viewing area, per 2008 NTPEP results	
3.2.11.	Angularity	26.8 degrees @ 105 ft. (32m)	
		54.0 degrees @ 49 ft. (15m)	

- 3.2.12. Auto-dimming
 - A photocell detects ambient light; the controller adjusts the brightness of the LEDs accordingly, dimming display brightness in darkness, increasing to full brightness in daylight
 - Photocell is located inside control box, facing downward
- 3.2.13. Replacement
 - Lamps can be replaced in less than two minutes. The only tool needed is a Philips screwdriver.
- 3.3. Rear lights
 - 3.3.1. Description
 - Two indicator lights on the back of the display panel suggest the current arrow board function to an operator located behind the arrow board by flashing a corresponding pattern
 - 3.3.2. Type
 - Sealed 2-diode LED light, surface-mount, 2½" x ¾" (6.6 x 1.9cm) lens
 - See "Options and Optional Equipment" for rear light options
 - 3.3.3. Wattage
 - 0.9W
 - 3.3.4. Voltage
 - 8.0Vdc
- 3.4. Standards
 - Meets requirements for minimum size, legibility, and number of elements per MUTCD, December 2009 ed., §6F.61, ¶105, Temporary Traffic Control Zone Devices: Arrow Boards
 - Meets specs for MUTCD Type C
- 4. CONTROLLER
 - 4.1. Function
 - Allows operator to choose an arrow or other display pattern. Keeps the batteries fully charged while protecting them from deep discharge and overcharging. Maintains display flash-rate and controls automatic dimming.
 - 4.2. Control box
 - 4.2.1. Location
 - Right (curb-side) upright of trailer frame
 - 4.2.2. Enclosure
 - Aluminum sheet construction, brushed aluminum finish
 - Hinged weatherproof cover with slam-latch
 - Hole in cover accepts customer-supplied padlock
 - 4.2.3. Cable protection
 - Molded plastic cover attached to back of control box, protects external wiring connections and can be removed for access to connectors; all wiring has quick-connect plugs
 - 4.2.4. Serviceability
 - Entire control box is removable for easy exchange and factory servicing
 - 4.3. Control panel
 - 4.3.1. Display switch
 - Toggle switch for turning arrow board display on and off

- | | | | | | | | | | | | | |
|---|---|--|---|---|-----------------------|--|------------------------------|---|------------------------------|--|--------------------------------------|---|
| 4.3.2. | Display pattern selection | Rotary switch; operator simply points the switch at the desired display pattern, which is silkscreened onto the front of the control panel | | | | | | | | | | |
| 4.3.3. | LED indicators | <p>Indicates the following status conditions:</p> <p>Low voltage (battery charging required)</p> <p>Low battery voltage detected, power shutdown occurred</p> <p>Solar charging system is charging batteries</p> <p>Batteries are fully charged</p> | | | | | | | | | | |
| 4.4. | Display patterns | | | | | | | | | | | |
| 4.4.1. | All models | <p>All arrow boards can display any of the following 7 patterns (for samples, see Exhibit A):</p> <table border="0"> <tr> <td style="vertical-align: top;">Flashing arrow, left or right</td> <td> <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form stem</p> </td> </tr> <tr> <td style="vertical-align: top;">Flashing double arrow</td> <td> <p>13 lights total</p> <p>5 lights form each arrowhead</p> <p>3 lights form stem</p> </td> </tr> <tr> <td style="vertical-align: top;">Flashing four-corner warning</td> <td> <p>4 lights total</p> <p>1 light at each corner</p> </td> </tr> <tr> <td style="vertical-align: top;">Flashing caution-bar warning</td> <td> <p>7 lights form horizontal bar across center of display panel</p> </td> </tr> <tr> <td style="vertical-align: top;">Sequencing stem arrow, left or right</td> <td> <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights</p> <p>2nd pulse: 5 far stem lights</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> </td> </tr> </table> | Flashing arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form stem</p> | Flashing double arrow | <p>13 lights total</p> <p>5 lights form each arrowhead</p> <p>3 lights form stem</p> | Flashing four-corner warning | <p>4 lights total</p> <p>1 light at each corner</p> | Flashing caution-bar warning | <p>7 lights form horizontal bar across center of display panel</p> | Sequencing stem arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights</p> <p>2nd pulse: 5 far stem lights</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> |
| Flashing arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form stem</p> | | | | | | | | | | | |
| Flashing double arrow | <p>13 lights total</p> <p>5 lights form each arrowhead</p> <p>3 lights form stem</p> | | | | | | | | | | | |
| Flashing four-corner warning | <p>4 lights total</p> <p>1 light at each corner</p> | | | | | | | | | | | |
| Flashing caution-bar warning | <p>7 lights form horizontal bar across center of display panel</p> | | | | | | | | | | | |
| Sequencing stem arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights</p> <p>2nd pulse: 5 far stem lights</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> | | | | | | | | | | | |
| 4.4.2. | 25-light models | <p>In addition to the 7 patterns described above, 25-light arrow boards can also display any of the following 5 patterns (for samples, see Exhibit A):</p> <table border="0"> <tr> <td style="vertical-align: top;">Sequencing walking arrow, left or right</td> <td> <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights with arrowhead</p> <p>2nd pulse: 3 far stem lights with arrowhead</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> </td> </tr> </table> | Sequencing walking arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights with arrowhead</p> <p>2nd pulse: 3 far stem lights with arrowhead</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> | | | | | | | | |
| Sequencing walking arrow, left or right | <p>10 lights total</p> <p>5 lights form arrowhead</p> <p>5 lights form full stem</p> <p>1st pulse: 2 far stem lights with arrowhead</p> <p>2nd pulse: 3 far stem lights with arrowhead</p> <p>3rd pulse: full arrow shape</p> <p>4th pulse: blank display</p> | | | | | | | | | | | |

	Sequencing chevron arrows, left or right	15 lights total 5 lights form each arrowhead 1st pulse: 1 far arrowhead 2nd pulse: 2 far arrowheads 3rd pulse: 3 arrowheads 4th pulse: blank display
	Alternating diamonds	16 lights total 8 lights form each diamond 1st pulse: 1 diamond shape on left 2nd pulse: 1 diamond shape on right
4.5.	Electronics	
4.5.1.	Location	Inside control box
4.5.2.	Temperature limits	Operating temperature: -40 to 176°F (-40 to 80°C)
4.5.3.	Flash rate	30 to 40 per minute, all display patterns
4.5.4.	Positive drive circuit	Positive power applied to lamps only when lit Negative is chassis grounded
4.5.5.	Fuse protection	Dual PTC resettable fuses
4.5.6.	Reverse-polarity protection	Protects the controller if battery cables are connected backwards (which sometimes happens after servicing)
4.5.7.	Low-voltage disconnect	Low-voltage-disconnect circuit engages when battery voltage drops to 11.2Vdc, shutting down power to protect batteries from full discharge
5.	TRAILER	
5.1.	Frame	All welded structural steel
5.2.	Deck	Structural deck adds 350 lb. (159kg) to overall weight, creating a low center of gravity and improving stability
5.3.	Uprights	Two uprights supported display panel, reinforced by 23" structural steel gussets, all welded steel construction
5.4.	Fenders	Round, full wheel coverage, bolted to trailer frame, removable and replaceable
5.5.	Tie-downs	One on each front corner of frame, one centered on rear frame
5.6.	Finish	
5.6.1.	Prewash	Assemblies are run through a five-stage, high-pressure phosphate-wash prior to finish coat

5.6.2.	Coating	Frame is coated with oven-baked, safety-orange powder-coat finish to ensure durability and corrosion protection See "Options and Optional Equipment" for color options
5.6.3.	Salt spray resistance	1000 hours (ASTM Method B117) with <1/8" (<3.18mm) creep from scribe
5.6.4.	QUV exposure	500 hours QUV-B (ASTM Method D4587-05) >75% gloss retention
5.7.	Axle assembly	Tubular, 2000 lb. (907.2kg) capacity, 5 on 4.5" B.C. idler hub
5.8.	Springs	Double-eye leaf springs, 1200 lb. (544.3kg) capacity for each spring
5.9.	Tires	ST205/75D15 steel-belted trailer tires, load rating B
5.10.	Drawbar	
5.10.1.	Construction	Telescopes inside receiver sleeve welded under trailer frame. Removable for shipping and for added theft protection if needed. Secures with two 1/2-inch diameter bolts.
5.10.2.	Material	3" (7.62cm) square steel tubing, 3/16" (0.476cm) wall
5.10.3.	Jack	Top-wind swivel, 2000-lb. (907kg) capacity, steel footpad, 10" (25cm) total travel
5.10.4.	Tow hitch	Standard 2-inch ball coupler tow-hitch, SAE Class 2, 3500-lb. (1588kg) capacity. Bolts to drawbar, removable and replaceable. See "Options and Optional Equipment" for tow-hitch options.
5.10.5.	Tow chains	Two high-test proof coil chain assemblies, with "latching" S-hooks for towing. Chains attached to drawbar with quick connectors. Material diameter 0.406" (10.3mm) Working load limit 5400 lbs. (2450kg) Breaking force 16,200 lbs. (72kN)
5.11.	Stabilizer legs	
5.11.1.	Description	Four stabilizers, mounted on corners of trailer frame, extend downward from front and rear of trailer at 30-degree angle, increasing length of footprint when deployed
5.11.2.	Adjustment	Stabilizers slide up and down in sleeves, adjustable in 1" (2.54cm) increments, held in place by 3/8" (0.95cm) wire lock pin. A lanyard ties each pin to the trailer frame.
5.11.3.	Material	Leg Perforated 1¾" sq. steel tube, 12ga wall, zinc plated Footpad 4" x 6" (10 x 15cm) steel, zinc plated, all edges turned up
5.12.	Wind resistance	Approx. 57mph (91km/h), calculated maximum sustained wind load before overturning, trailer in deployed position supported by four stabilizer legs and one drawbar jack with tires off the ground

5.13. Wiring

5.13.1. Description Wiring to connect tow vehicle and trailer for trailer taillights is installed inside drawbar, with pigtails and connectors at both ends; no crimping required

5.13.2. Trailer plug A sealed, molded, 4-square connector plugs into harness under trailer

5.13.3. Tow-vehicle plug Two-piece assembly with 4-flat molded connector on harness plugs into tow vehicle
Meets SAE J1239
See "Options and Optional Equipment" for tow-vehicle plug options

5.13.4. Protection All trailer wiring encased in UV protective loom, and attached with P-clamp riveted to trailer frame; no exposed wires

5.14. Taillights Two oval-shaped, sealed, LED, combination stop, turn and taillights integrated with fenders

5.15. Reflectors Two amber reflectors, one on the side of each upright
Two red reflectors on rear trailer frame
See "Options and Optional Equipment" for reflective tape

5.16. License plate Lighted license plate holder is mounted under rear of trailer frame

5.17. Winch assembly

5.17.1. Function Hand-operated winch raises and lowers display panel

5.17.2. Capacity 1500 lbs. (680kg)

5.17.3. Brake Safety friction-brake prevents display panel from falling if operator loses grip on winch handle

5.17.4. Cable 1/4" (6.35mm) diameter galvanized aircraft cable

5.18. Slide-bar assembly

5.18.1. Function Locks display panel in place, ensuring panel cannot fall even if winch or cable were to fail. Slides up and down inside sleeve when winch is operated.

Located off-center on upper crossbar between uprights. Sleeve is mounted to crossbar. Slide-bar is mounted to back of display panel.

5.18.2. Locking pin One 3/8" (0.95cm) wire lock pin holds slide bar and display panel in deployed or travel position. A lanyard ties the pin to the trailer frame.

5.18.3. Material Perforated 1 3/4" sq. steel tube, 12ga wall, zinc plated

5.18.4. Sight tube A sight tube for aiming the arrow board in desired direction is mounted to the left upright

6. POWER SYSTEM

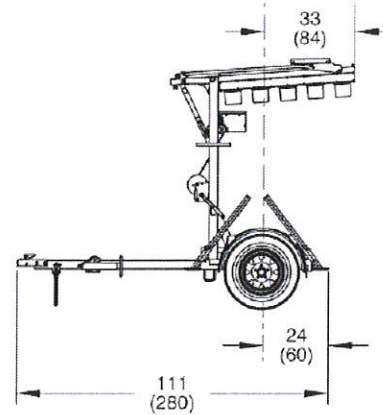
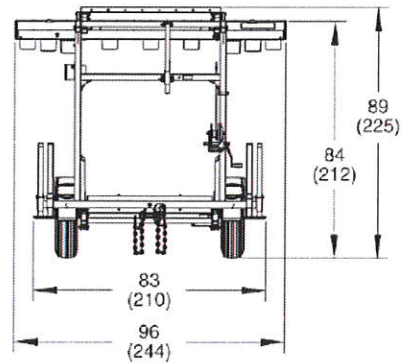
- | | | |
|--------|-------------|--|
| 6.1. | Description | Electronics powered by batteries, which are charged automatically with integrated solar charging system |
| 6.2. | Batteries | |
| 6.2.1. | Type | Leak- and spill-proof valve-regulated lead acid (VRLA)
See "Options and Optional Equipment" for battery options |
| 6.2.2. | Features | 100% maintenance-free
Sealed and spill-proof
Faster recharge and greater freeze resistance than conventional batteries
Smaller and lighter-weight than conventional batteries
Contains 80% less lead when compared to conventional batteries |
| 6.2.3. | Quantity | Two |
| 6.2.4. | Voltage | 12Vdc each |
| 6.2.5. | Weight | 12.5 lbs. (6kg) each |
| 6.2.6. | Capacity | 36 Ah total @ 12Vdc |
| 6.2.7. | Location | Inside structural deck |
| 6.3. | Solar | |
| 6.3.1. | Panels | One high-efficiency multi-crystal photovoltaic solar module |
| 6.3.2. | Location | Above display panel, no shadowing effect on any trailer component. Articulated supports ensure solar array remains flat for continuous charging regardless of display panel position. |
| 6.3.3. | Power | 50W
See "Options and Optional Equipment" for solar options |
| 6.3.4. | Current | 2.89A max. system current
3.22A open short-circuit current |
| 6.3.5. | Voltage | 17.3Vdc max.
21.6Vdc open short-circuit voltage |
| 6.3.6. | Regulation | Solar panels regulated by arrow board controller |
| 6.3.7. | Security | Solar panel bolted to mounting frame with security screws and special security nut |

7. DIMENSIONS & WEIGHT

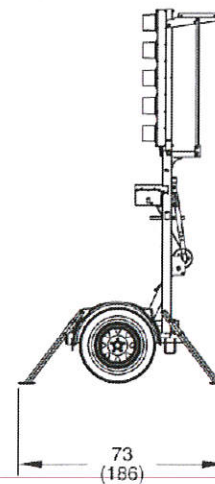
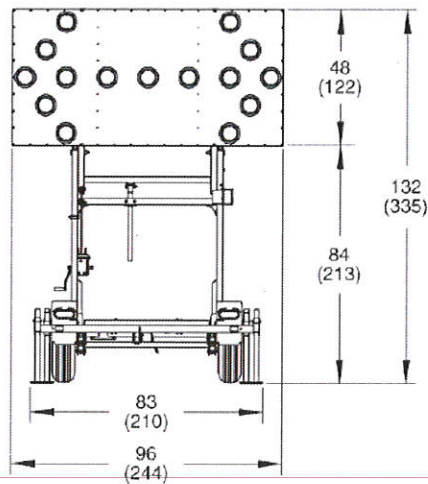
7.1. Dimensions

*inches
(cm)*

Travel position



Deployed



7.2. Weight

Approx. 1250 lbs. (567kg)

8. OPTIONS AND OPTIONAL EQUIPMENT

8.1. Tow hitch

8.1.1. Combo hitch Combo-hitch for 2-inch ball and 2 1/2-inch ID x 1-inch cross-section pintle hook

8.1.2. Lunette ring Options Standard ring for 2 1/2-inch ID x 1-inch cross-section pintle hook
Heavy-duty ring for 3-inch ID x 1 5/8-inch cross-section pintle hook

8.2. Trailer plug A variety of adapters are available to allow the standard connector to plug into nearly any tow vehicle receptacle. Contact factory for details.

8.3. Stabilizer jacks Four swivel jacks replace stabilizer legs, mounted on corners of trailer frame

8.4. Power

8.4.1. Additional batteries For geographic locations with less solar charging potential or colder weather, and for applications that require year-round charging, add batteries for greater capacity

Options One additional VRLA 12Vdc battery, 18Ah additional capacity

8.4.2. Remote charger Function Plugs into a standard commercial power source to recharge batteries if battery voltage drops due to lack of sun for automated solar charging system

Type 12-volt battery charger

Location Inside protective tube under structural deck

Smart charger Three-stage smart-charging circuit keeps batteries fully charged and will not overcharge batteries, which help ensure the longest possible battery life

Output capacity 2A

Output voltage 14.4Vdc nominal

13.0Vdc nominal float voltage

Input voltage 90 to 132Vac, standard two-prong plug

Frequency 50 to 60 Hz

8.4.3. Solar For geographic locations with smaller solar charging potential, and for applications that require a year-round charging system, additional solar power is available

Options include 85W and 100W solar arrays; contact factory for details

8.5. Reflective tape Reflective red-and-white conspicuity tape across rear trailer frame for increased visibility

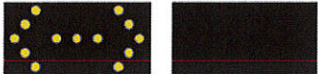
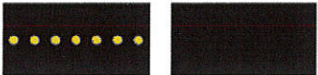
8.6. Finish color Specify power-coat color and, if applicable, color scheme

8.7. Manual dimming Substitute control box with manual dimming control for standard control box

8.8. Rear lights Replace standard rear lamps with PAR 36 LED lamps, 4.5" (11.5cm) dia.

EXHIBIT A: DISPLAY PATTERNS

Flashing patterns

Pulse 1	Pulse 2	
		Flashing arrow, left or right
		Flashing double arrow
		Flashing four-corner warning
		Flashing caution-bar warning

Sequential patterns

Pulse 1	Pulse 2	Pulse 3	Pulse 4	
				Sequencing arrow, left or right
				Sequencing stem arrow, left or right*
				Sequencing chevron arrows, left or right*
				Alternating diamonds*

**Available only on 25-light arrow board models*



What is an arrow board?

An arrow board is a safety device that is used to calm traffic in work zones or direct traffic through a workzone, lane merger, or road closure. Most arrow boards are comprised of trailers, batteries, lights, and solar charging systems. These devices are required by the state and federal level. Not all Arrow Boards are made to the same quality, safety, and efficiency standards, so here are some areas to consider.

Market

Wanco is the largest manufacture of arrow boards. We hold about **70%** of the arrow board market, making up the majority. Wanco's Strategy to market is as follows; **we provide a product that will reduce your liability.** We provide a product that is safer, more efficient, and more reliable than others. The areas highlighted below will share some of the ways we do this and provide you with some info so you can make a decision of what asset is best for you.

1. Wanco ships 15 arrow boards on a truck from Arvada, CO.

We are the only mfg who can ship **15 units** on a truck, while our competitors can only ship 10-12 units. Being able to ship more units on a truck allows us to leverage economics with our dealers and provide the end user a more competitive cost. Shipping more units on a truck reduces multiple trucks at your location, reducing the liability onsite, or the possibility of an accident. Since Wanco can produce arrow boards faster than most, this benefit also helps us to get product out the door and to our clients who need it.

2. Wanco Tow-ability.

These devices are trailered assets. Trailered assets increase liability, as they must be properly attached to tow vehicles. If this is difficult, unsafe, or the product tows poorly, the user will be liable.

Wanco uses **15"** tires compared to others who use 14" or 13" tires. Smaller tires are more apt to burn up a wheel bearing because of rotation speed, so Wanco uses larger tires than the industry standard. Less rotational speed, less likely for a seized wheel bearing or for you to be impacted. Large tires also increase clearance improving towing our assets in remote locations. Larger tires help to handle a higher weight rating. Wanco arrow boards strategically use a precast concrete block mounted between the frame to increase weight. These benefits keep our unit on the ground and eliminates if from fish tailing or bouncing in the air. Our tongue does a lot of work while towing as well. Every little bump in the road and every turn you make transfers stress through the tongue, compresses, twists, and stretches the tongue material constantly. If the trailer has been built with an undersized tongue or the trailer is constantly overloaded or unbalanced, this repeated loading and unloading (cycling) of stresses on the tongue can create microscopic cracks within the grain structure of the tongue material. Overtime a microscopic crack can grow and eventually reach a critical size, where the tongue may suddenly fracture and ultimately fail. Can you imagine the liability involved with an asset that does not tow properly or where the tongue tears?

Wanco uses 15" Tires, we increase the weight of our arrow board with a precast concrete block mounted between the frame, and use a 5' removable draw bar; all of which lends itself to outstanding tow ability.

3. Weather Proof Winch.

Wanco uses a sealed hand winch in our design. Others will try to cut costs here by using a lower quality winch or cable. As these assets may be used daily or occasionally, weatherproof protection over these critical gears allows for reliable operation throughout many years of owning our asset. With other designs, you can be liable and impacted should the winch or cable fail.

4. International Approval

We meet MUTCD standards and have a global approval for our AB's. Wanco is known to be the industry leader in our markets.

5. Lowest Power Consumption

Our AB draws the least amount of power in the business. More power consumption means the higher probability of the AB failing in the field and requiring recharging. The act of entering a workzone more often to charge an arrow board or remove a defective asset will increase liability. Wanco's arrow boards are so efficient they are not sold with a charger. We do this, as a charger is not needed in our design. With just 3 hours of sunlight, our design stays charged for over 30 consecutive days.

6. Optimal Design

Wanco uses a Locking Pin, which allows the arrow board to be transported in a locked position during transit. With other designs, rubber pads are mounted on the face of an arrow board display to absorb the abuse of tough conditions. This design will destroy itself over time. Wanco's design allows our unit to be towed efficiently and safely moved to various areas without causing damage to the display.

7. Basic Controls

Wanco uses a weather-resistant control box with seven display settings. Others use complex controllers that are unreliable and difficult to operate. Our assets are designed to withstand theft and tampering, and things like a lockable slam latch, multiple locking points, and security nuts and bolt are incorporated in our design. If an asset can easily be tampered with, you will be liable.

8. System Disconnects

Our solar charging system disconnects from the batteries when they are fully charged, preventing over-charging and damage to batteries. Other Mfg.'s do not offer this feature, increasing repair cost to the user.

9. Maintenance Free Sealed Batteries.

We consume 80% less power than traditional solar arrow boards, which allows us to use much smaller batteries compared to most. Wanco uses two 12V Sealed Lead Acid Batteries (36Ah Total Capacity). Being these batteries are smaller than most and due to the efficiency of our board, we can reduce the cost of ownership as you will not need to replace these batteries as often, and they will have a lower upfront costs.

10. Protective Coatings

Wanco is an expert in coatings and our paint process. We score the face of all aluminum and steel, shot blast, and electrostatically charge the paint particles for superior adhesion. Our powder coat process finishes off with an oven-baked process that allows for a protective long lasting coating.

11. Warranty

Wanco's Warranty is one example of how confident we are in how we build our products.

WANCO trailer- and skid-mounted arrow boards

Control box including internal components	5 years (60 months)
Display panel LED lights	5 years (60 months)
Batteries, 12VDC VRLA only	4 years (48 months)
Trailer, sign, frame	5 years (60 months)
Solar panels, charger, other batteries, axle, tires	see <i>Mfr. Warranties</i> and <i>Exclusions</i>

Should there be any questions regarding this document or that is specific to the products we make, please do not hesitate to reach out. Thank you

Daniel Lorine
Mid-Atlantic Sales Manager
[303-476-8321](tel:303-476-8321) CELL
[303-867-3495](tel:303-867-3495) FAX
<https://zoom.us/j/2415384524> ZOOM
dan.lorine@wanco.com

Wanco® Traffic Safety Products

MANUFACTURER'S LIMITED WARRANTY

Scope of Warranty

WANCO INCORPORATED (WANCO) warrants to the original purchaser (PURCHASER) that each product of its manufacture (PRODUCT) is covered by this warranty from the date of original purchase if properly installed, serviced, and operated under normal conditions. Any part or parts thereof replaced during the base warranty period assumes the remainder of that warranty period or the parts warranty period, whichever is greater. The warranty coverage for the PRODUCT is continual from the original date of purchase and does not restart upon the replacement of any part or complete unit.

Eligibility

To be eligible for warranty service, the PRODUCT or replacement part must have been purchased from an authorized WANCO distributor or dealer. This warranty applies to PURCHASER only and is not transferable. Proof of purchase is required.

Coverage

Parts and service labor will be covered by WANCO for any failure that is proven to be a failure in material or workmanship under normal use during the applicable warranty period. This coverage is limited to parts and labor. The warranty for replacement parts is limited to direct replacement only with no allowance for freight or transportation charges.

Reimbursement of labor charges to replace a defective part within its warranty period will be limited only to authorized WANCO service centers and then only if the authorized service center installs the replacement part. Travel time and expenses are not covered, authorized, or reimbursed.

WANCO reserves the right to repair or replace any part, component, or assembly at its option. WANCO may request defective parts be returned for examination before the issuance of credit. Any item that is replaced under warranty becomes the property of WANCO.

Purchaser's Responsibilities

The PURCHASER is responsible for maintaining the PRODUCT as described in the PRODUCT instruction manuals. WANCO recommends retaining all records and receipts regarding maintenance of PRODUCT.

The PURCHASER is required to take the PRODUCT to an authorized WANCO service center for repairs as soon as a problem exists. For warranty service, contact an authorized WANCO dealer or service center. To locate a dealer or service center, contact WANCO by calling 1-303-427-5700 or visiting www.wanco.com.

When contacting a dealer, a service center, or WANCO, include a description of the problem as well as all return contact information such as address, phone number, fax number, and email address. PRODUCT serial number or VIN, and proof of purchase and registration are required.

Exclusions

THIS WARRANTY SHALL NOT APPLY TO ANY WANCO PRODUCT OR PARTS THEREOF THAT MUST BE REPLACED BECAUSE OF NORMAL WEAR, THAT HAS BEEN SUBJECT TO ALTERATION, MISUSE, NEGLIGENCE, ACCIDENT OR COLLISION, NATURAL DISASTER OR ACTS OF NATURE, THAT HAS BEEN DAMAGED DUE TO SHIPPING, TRANSPORT OR HANDLING, FUEL OR ANY OTHER FLUID CONTAMINATION OR DEGRADATION, THAT HAS FAILED DUE TO MISAPPLICATION OR USE OF THE PRODUCT IN A MANNER INCONSISTENT WITH SUCH PRODUCT'S DESIGN OR INTENDED PURPOSE, OR THAT HAS BEEN SUBJECT TO ANY OTHER ACT, OMISSION OR CIRCUMSTANCE BEYOND WANCO'S REASONABLE CONTROL.

THIS WARRANTY DOES NOT EXTEND TO NORMAL MAINTENANCE ITEMS SUCH AS BELTS, HOSES, SPARK PLUGS, AND FILTERS PAST THE FIRST SCHEDULED REPLACEMENT OR SERVICE INTERVAL FOR THESE ITEMS, WHICHEVER COMES FIRST.

WANCO makes no warranties with respect to engines, batteries, battery chargers, axles, tires, or other component parts or accessories not manufactured by WANCO, same being subject only to such warranties, if any, as may be made by their respective manufacturers. Use on any PRODUCT of replacement parts other than WANCO-certified replacement parts purchased through WANCO or an authorized WANCO distributor or dealer shall void this warranty.

Disclaimer of Consequential Damage and Limitation of Implied Warranties

WANCO DENIES ANY RESPONSIBILITY FOR LOSS OF TIME OR USE OF THE PRODUCT, TRANSPORTATION, COMMERCIAL LOSS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE. ANY IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY.

THIS WARRANTY, AND WANCO'S OBLIGATION HEREUNDER, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all other obligations or

liabilities including special or consequential damages or contingent liabilities arising out of the failure of any product or part to operate properly. WANCO shall not be liable for any special, indirect, incidental, or consequential damages whether in contract, in tort, under any warranty, or otherwise beyond the warranty stated herein for PRODUCTS or parts.

No person is authorized to give any other warranty or to assume any additional obligation on WANCO's behalf unless made in writing and signed by an officer of WANCO. This warranty, dated November 2018, supersedes all prior and undated WANCO warranty statements for traffic safety products, except statements authorized by WANCO in individual contracts.

Length of Warranty

WANCO trailer- and pole-mounted variable message signs

WANCO message sign conversion kits

Control box including internal components 5 years (60 months)
WANCO printed circuit boards 5 years (60 months)
WANCO LED display modules (character boards) 5 years (60 months)
Trailer, sign 5 years (60 months)
Camera, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mounted message signs

Control box including internal components 2 years (24 months)
WANCO printed circuit boards 2 years (24 months)
WANCO LED display modules (character boards) 2 years (24 months)
Sign, frame 2 years (24 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO trailer- and skid-mounted arrow boards

Control box including internal components 5 years (60 months)
Display panel LED lights 5 years (60 months)
Batteries, 12VDC VRLA only 4 years (48 months)
Trailer, sign, frame 5 years (60 months)
Solar panels, charger, other batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO vehicle-mount arrow boards

Control box including internal components 2 years (24 months)
Display panel LED lights 5 years (60 months)
Display panel halogen lights 1 month (30 days)
Sign, frame 1 year (12 months)
Electric actuator see *Mfr. Warranties and Exclusions*

WANCO radar-speed signs and variable speed limit signs

Control box including internal components 5 years (60 months)
WANCO printed circuit boards 5 years (60 months)
WANCO LED display modules (character boards) 5 years (60 months)
Radar head 2 years (24 months)
Trailer, sign, frame 5 years (60 months)
Solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

WANCO caution beacons

Control box including internal components 1 year (12 months)
LED lights 2 years (24 months)
Solar panels, batteries see *Mfr. Warranties and Exclusions*

WANCO traffic data collectors 2 years (24 months)

WANCO asset tracker

Internal electronics 5 years (60 months)

WANCO 4G modem 2 years (24 months)

WANCO X-Marker™ L-893(L) runway closure marker

. 1 year (12 months) after start of service or 2 years (24 months) after purchase, whichever is later

LED lights 5 years (60 months) after start of service
Engine, generator 2 years (24 months) or 2,000 hours of operation, whichever is earlier
Batteries, axle, tires see *Mfr. Warranties and Exclusions*

All other WANCO traffic safety products

. 1 year (12 months) after start of service or 18 months after purchase, whichever is earlier
Engine, solar panels, charger, batteries, axle, tires see *Mfr. Warranties and Exclusions*

Mfr. Warranties (provided by their respective manufacturers)

Solar panels 20 years by manufacturer
AC battery chargers 1 year by manufacturer, prorated
Batteries other than 12VDC VRLA 1 year by manufacturer, prorated
Electric actuators 1 year by manufacturer, prorated
Cameras varies
Engines, generators, batteries, axles, tires, other components not specified varies