



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

Solicitation

| |
|---------|
| NUMBER |
| DPS1326 |

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| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE |
| 304-558-2544 |

VENDOR

*709042444 304-776-4091
 ELECTRONIC COMMUNICATIONS WV
 408 OLD GOFF MOUNTAIN RD
 CROSS LANES WV 25313

SHIP TO

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| |
|--------------|
| DATE PRINTED |
| 08/07/2013 |

BID OPENING DATE: 08/22/2013 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|-------------------|
| 0001 | 1 | LS | | 055-57 | | |
| <p>LIGHTBARS AND SIRENS FOR VEHICLES</p> <p style="text-align: right;"><i>Alternate Submission</i></p> <p>OPEN-END STATEWIDE CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION ON BEHALF OF THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS FOR THE PURCHASE OF LIGHTBARS AND SIRENS FOR ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED DOCUMENTATION.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DPS1326 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM | | | | | | |
| ***** THIS IS THE END OF RFQ DPS1326 ***** TOTAL: | | | | | | <u>263,148.50</u> |
| <p>10/15/13 11:07:01 AM West Virginia Purchasing Division</p> | | | | | | |

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 16 2013 |
| TITLE President | FEIN 550520004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.

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

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

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

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

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

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

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

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

Question Submission Deadline: August 15, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: Tara.L.Lyle@wv.gov

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

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 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: Technical
 Cost

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

Bid Opening Date and Time:

August 22, 2013 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

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

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

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on 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 must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: or more.

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

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

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

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

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

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

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

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

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

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

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

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

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

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

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

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. 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.

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

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
[DPS 1326] Lightbars and Sirens

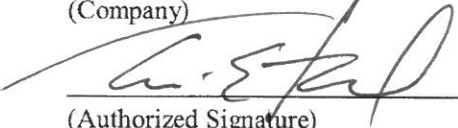
000018

The specifications will be issued under Addendum.

CERTIFICATION AND SIGNATURE PAGE

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

Electronic Communications of WV
(Company)


(Authorized Signature)

Timothy E. Ford President
(Representative Name, Title)

304-776-4091

(Phone Number)

304-776-7092

(Fax Number)

Oct 16 2013

(Date)

RFQ No. DPS 1326

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: Electronic Communications of WV

Authorized Signature: [Signature] Date: Oct 14 2013

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of October, 2013.

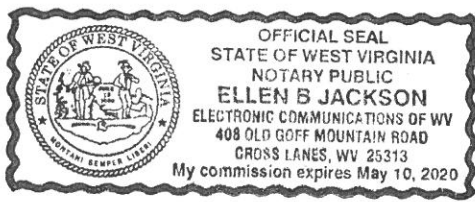
My Commission expires May 10, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 7/01/2012)



Rev. 07/12

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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

Bidder: Electronic Comm. of WV Inc Signed: [Signature]

Date: Oct 14 2013 Title: President



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

Solicitation

| |
|---------|
| NUMBER |
| DPS1326 |

| |
|------|
| PAGE |
| 1 |

| |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE 304-558-2544 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SHIP TO

| |
|--------------|
| DATE PRINTED |
| 08/13/2013 |

BID OPENING DATE: 09/05/2013 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|--|------------|--------|
| | | | | ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM NO. 1 | | |
| 0001 | 1 | LS | | 055-57 LIGHTBARS AND SIRENS FOR VEHICLES | | |
| ***** THIS IS THE END OF RFQ DPS1326 ***** TOTAL: | | | | | | |

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 16 2013 |
| TITLE President | FEIN 330520004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DPS1326**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as DPS1326 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The deadline to submit questions has been extended from 08/15/2013 to 08/22/2013 at 5:00 pm.
2. The bid opening date has been extended from 08/22/2013 to 09/05/2013. The bid opening time remains at 1:30 pm.
3. DPS1326 specifications attached.

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

Terms and Conditions:

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Police, to establish an open-end statewide contract for the purchase of lightbars and sirens for all state agencies and political subdivisions. The intention is to award one contract, however, if judged to be in the best interest of the State of West Virginia, the award may be split. Quotes will be based on the general requirements attached, or of equivalent standard.

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 attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DPS1326.

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 Contract Item #1 - Emergency vehicle lightbar

Whelen Model SX8WVSP1, or equal. All major components must be designed and manufactured in the United States of America, including, LED panels, I/O cards, etc. Bids that contain major components manufactured outside of the United States are not acceptable. Vendors should submit a list of all participating authorized distributors with the bid, who will honor all terms and conditions of this contract. The list must include the name of the distributor, contract coordinator, mailing address, physical address, telephone numbers, (include toll free if available) and fax number, for each.

3.1.1.1 The main structure of the Lightbar must be two-piece extruded aluminum top and bottom. Lightbars with plastic/polycarbonate tops are not acceptable. The Lightbar shall house all electronic components. The Lightbar shall measure a maximum of 2.55 inches high x 12 inches wide and must be at least 48 inches long, plus or minus 2 inches, excluding mounting brackets. The Lightbar must have Hi/Low power control of all LED inboard modules and must allow for 2x2 switching of LED Lighthoods to accomplish the progress intensity lighting required of the department. Lightbars that do not offer this feature are not acceptable.

3.1.1.2 The Lightbar shall contain at least one (1) control module I/O board which shall contain all the electronics required to operate all internal lighthoods. This single module is required for ease of servicing the Lightbar. Lightbars with multiple boards are unacceptable.

3.1.1.3 The Lightbar shall have a combination of:

Four (4) extended corner Linear12 LED lamps [4 Blue];
Ten (10) Directional Linear6 [1 Red / 8 Blue / 1 Amber]; and
Four (4) LR11 LED modules [(2) LR11 Flashing

Alleys and (2) LR11 Flashing Take Downs.

3.1.1.4 The Lightbar must not exceed 10.2 amps average ($\pm 10\%$) at 12.8 volts DC when all lights are in the flashing mode, including flashing LED take-down and alley lights. Any Lightbar that exceeds the length or amp draw requirement will be considered non responsive.

3.1.1.5 Each I/O card shall produce a minimum flash rate of 75 Comet® flashes per minute. There must be at least ten (10) Scan Lock flash patterns to choose from. Each pair of LED lamps must be capable of activating independently of each other. Lightbars without this feature are unacceptable.

3.1.1.6 The Lightbars primary warning shall have a maximum of four (4) linear LED modules [1 in each corner] with only the four corner modules to meet SAE Class 1 360 degree requirements. Lightbars that utilize more than four modules to meet SAE J845 Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the Lightbar conforms to SAE Class 1 requirements should be submitted with this bid. This documentation must be provided prior to contract award.

Lightbars that do not use Linear LED's as primary warning are not acceptable. The Lightbar shall have linear LED modules in the four corners. Each Linear12 corner module shall consist of a minimum of twelve (12) Super-LED's permanently mounted within a single "removable" highly mirrored parabolic reflector for maximum light output. Single corner light modules that do not use 12 LEDs or that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true even light spread. The twelve (12) LED's shall be mounted in a straight line and have a single diffuser panel mounted in front of them for maximum light output. All takedown and alley lights must be Super-LED and must allow for steady burn as well as flashing. With the exception of the takedowns, all inboard linear LED panels shall be the same design as the Linear12 described above, but shall contain a minimum of six (6) Super LEDs. This will allow for placement of this lighthouse in any inboard position. All LED modules must produce a minimum 180 degree light pattern. LED panels that do not produce significant light output at 45 degrees are not acceptable. All inboard lighthouses must be individually replaceable. Units that require the top of the bar to be removed to change out large LED panels with multiple light positions on it are not acceptable. The corner module must extend out to the LR11, or equal Alley light without leaving a dead spot (space or gap). The LR11, or equal alley lights must produce a 20° spotlight, and the light output must not be blocked by a screw boss, screw, web in the lens, etc. With a measurement no greater than 1-3/4 inches wide x 1-1/2 inches high, each LR11, or equal alley light must contain three (3) Super-LEDs mounted in a triangle with a precision optic lens for maximum light output. The LR11, or equal takedown lights must produce a spotlight and must contain a minimum of three (3) Super-LEDs that are mounted in a triangle with a precision optic lens for maximum light output.

3.1.1.7 The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The Lightbar shall be designed to have up to eight (8) lamps to the front, eight (8) lamps to the rear, and one (1) on each end. Each lamp module position shall have a choice of five (5) single-layer colored lens sections, independent of the others. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panels must be mounted within the Lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the Lightbar are not acceptable.

3.1.1.8 The Lightbar shall have the following at a minimum:

- (a) Two (2) Linear12 LEDs;
- (b) Two (2) LR11 or equal flashing take down lights;
- (c) Four (4) Linear6 LEDs to the front;
- (d) Two (2) Linear12's and 6 (six) Linear6 LED's to the rear which must operate as a two-wire Traffic Advisor with Left/Right and Center/Out patterns as well as a warning lights; and
- (e) Two (2) LR11 or equal alley lights, one on each end of the Lightbar.

3.1.1.9 The lightbar must utilize lenses that slide into a track and are held in place by two end caps that secure to the lightbar via four screws each. Lightbars that utilize domes held in place by clips are unacceptable as the domes will allow sunlight to wash out the warning light, and clips can fail over time. All inboard lightheads must be individually replaceable by removing no more than four screws. The outer lens color shall be Clear. Color outer lenses must be available as an *option*. The use of clear outer domes with colored filter is not acceptable. The lenses for the lightbar must be backwards compatible with the previous Liberty Series lightbars as purchased by WVSP. Similarity of the lenses allows for easy maintenance. Standardization of the lens allows for inventory of Lens Kits by WVSP to be kept at a minimum. It also allows WVSP to replace the lens and re-deploy an older light bar from a car being decommissioned. One Kit, Whelen Model LENWVSPKT1, or equal, will fit all Liberty Series Lightbars in the current fleet.

3.1.1.10 The lightbar shall contain a mounting kit to adapt the lightbar to most late model vehicles.

3.1.2 LIGHTBAR WARRANTY

3.1.2.1 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase (no warranty is offered on optical plastic parts). LEDs shall be warranted for a period of five years. Written proof of this warranty by the manufacturer should be provided with the bid.

3.1.2.2 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, etc.)

3.2 SPEAKERS – Contract Items #2

3.2.1 The electronic siren speaker shall be a Whelen SA315P or equal.

3.2.1.1 The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. Single or dual reentrant speakers are unacceptable.

3.2.1.2 The siren speaker must meet or exceed SAE and California Title XIII requirements for a “Class A” speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet.

3.2.1.3 The speaker shall be made of a black composite material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 inches W x 2-7/8 inches D with rounded corners. Larger speakers are not acceptable.

3.2.1.4 The siren speaker shall have only two main parts: the housing that contains the Projector, resonant chamber and reentrant parts; and the speaker driver.

3.2.1.5 The speaker shall utilize a high efficiency 100 watt driver. This will allow for a maximum sound output and clarity. Speaker driver must be easily replaceable.

3.2.1.6 The 100 watt driver shall be compressed style and shall bolt on to the Projector. The driver shall not be of threaded throat style, since this type may either untwist over the course of time and cause speaker failure, or seize together due to oxidation, thereby becoming impossible to repair or replace.

3.2.1.7 A speaker mounting bracket shall be supplied for most late- model vehicles.

3.2.2 SPEAKER WARRANTY

3.2.2.1 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of twenty-four (24) months from date of purchase. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.

3.2.2.2 The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include forty-eight (48) hour factory turnaround repair service.

3.3 HAND HELD SIREN CONTROLLER – Contract Item #3

3.3.1 The emergency vehicle lightbar and siren system must be a Whelen Model HHS2200 Siren/Switch Control, or equal.

3.3.1.1 SIREN AMPLIFIER –

The programmable remote siren system shall consist of a hand-held control head with at least three (3) progressive push button switch and a minimum of nine (9) non-progressive push button switches, and a combined electronic siren amplifier and relays in (1) module. It utilizes a small single phone-style connector that plugs into the amplifier/relay module as described as follows.

3.3.2 HAND HELD CONTROLLER

3.3.2.1 The hand-held control head shall be supplied with all necessary mounting hardware. The unit shall be no larger than 1.12 inches deep (including slide switch) x 5.3 inches high x 2.25 inches wide (excluding mounting hardware).

3.3.2.2 The control head must incorporate a single circuit board design equipped with a solid silicon rubber overlay for maximum moisture resistance from water or beverage spills. Each switch will also produce a “click” sound when pushed On/Off as positive feedback method that the switch has been changed. Control heads that do not have this feature are not acceptable since the driver would have to take his eyes off the road to determine if the switch is operating. The hand-held control head must include a microphone with a push-to-talk switch located on the left side of the unit.

REQUEST FOR QUOTATION
[DPS 1326] Lightbars and Sirens

000010

3.3.2.3 Each tactile switch must be backlit in Green, must change color to Red when activated and must provide enough light to allow it to be seen in bright daylight without washing out. Units that are not backlit or which do not change color when activated are not acceptable. Each of the push button switches shall have its own back-lit legend tab. This will help in identifying the functions that are in use.

3.3.2.4 There must be more than (225) legends to choose from. A Windows-based program must allow full custom set-up configuration of each of the twelve buttons to control all lights and siren functions, including the ability to enable or disable functions. Siren/Switch systems that are not completely programmable are not acceptable.

The default setting must be as follows:

The control head shall have three (3) On/Off progressive switches across the *FIRST* row:

Button 1 activates Outlet 1

Button 2 activates Outlets 1 and 2

Button 3 will activate Outlets 1, 2 and 3, with the option of operating the siren via a dip switch located on the amplifier module

The *SECOND* row shall contain three (3) siren switches:

Button 4 activates the siren's Hands-Free mode. In this mode, the "wail" tone is activated by the horn ring, or Push Button 5. This will also activate Outlet #9.

Button 5: While Button #4 is active, Button #5 (or the horn ring) will cycle from "wail" to "yelp". If Button #4 is inactive, Button #5 will generate a tone that ramps up and sustains a specific pitch until the button is released.

Button #6 will activate an airhorn until released.

The siren contains a *THIRD* row of three switches:

Button #7 shall produce a "wail" tone. Pressing *Button #5* will change the tone to "yelp".

Button #8 will activate radio rebroadcast.

Button #9 will cycle through Outlet 4, 5, 4+5 and deactivates 4+5.

The *FOURTH* row of 3 push buttons operates as follows:

Button 10 activates Output 6

Button 11 activates Output 7, and

Button 12 activates Output 8.

To deactivate all functions, press and hold any button for more than two (2) seconds.

3.3.3 AMPLIFIER/RELAY MODULE (ARM):

3.3.3.1 The aluminum housing of the ARM shall have built-in mounting feet that must be built into the design of the assembly for superior strength, and includes all necessary mounting hardware. The amplifier shall measure approximately 8.082 inches wide x 7.275 inches deep x 2.56 inches high.

3.3.3.2 The ARM operates on a 12 volt negative ground automotive electrical system. The amplifier shall be designed to operate from 10V to 16V and shall be reverse-polarity protected to ensure that the unit will not be damaged if polarity is reversed.

3.3.3.3 The siren shall be capable of operating (1) or (2) 100 watt speakers and must meet Class "A" requirements with most 100 watt speakers. If the siren speaker(s) or any speaker wires are shorted, the siren amplifier will shut down (via fuse) to avoid damage to the circuitry until the short circuit is removed.

3.3.3.4 In the *Hands-Free* mode, the siren shall be in a "Stand By" state (Button #4 activated), awaiting electronic commands. The siren will progressively change from *Wail* to *Yelp* by simply tapping the horn ring only once, each time. This eliminates the need for one-hand driving while fumbling for the siren controls (both hands stay on the wheel, and eyes are on the road at all times).

3.3.3.5 The ARM shall consist of (2) parts: a Top and a Bottom aluminum housing which fits together in a clamshell design. This design will assure ease of service to all internal components in a non-stacking PC board design. Designs that require stacking of PC boards are unacceptable, since it is very difficult to easily service the unit.

3.3.3.6 The unit must be supplied complete with a hand-held control head with a noise-canceling microphone. A 3 ft. coiled cord and a 20 ft. extension cable shall be provided. The PTT ("Push ToTalk") switch on the microphone will override all siren functions. The microphone and radio rebroadcast circuits shall have an "adjustable Preset" volume control that is recessed in the side of the amplifier for ease of adjustment without the need to open the ARM

3.3.4 HAND HELD SIREN WARRANTY

3.3.4.1 The siren system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase. The siren amplifier shall be warranted for a period of five years. Written proof of this warranty by the manufacturer should be provided with the bid.

3.3.4.2 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factor turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, etc.)

3.4.3 ELIGIBILITY

3.4.3.2 In order to be eligible for award, a bidder must be the manufacturer of offered products, with regional offices located in or adjacent to the State of West Virginia and/or an authorized dealer or supplier of manufacturer's products located in the State of West Virginia, with the requirement to stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call. If a bidder is not manufacturer of offered products, bidder must include with its bid a letter signed by the manufacturer stating the bidder is authorized to sell the manufacturer's products. The manufacturer, and its assigned regional office, will honor any responsibilities under warranty for products sold by the authorized dealer or supplier (bidder), if the authorized dealer or supplier (bidder) fails to perform such service. Bidders, other than the manufacturer, failing to produce signed, manufacturer's letter attesting to authorization to sell manufacturer's product may result in rejection or bid.

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 the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION
[DPS 1326] Lightbars and Sirens

000014

4.2 Vendors shall submit a list of all participating authorized distributors who will honor all terms and conditions of this contract. The list must include the name of the distributor, contract coordinator, mailing address, physical address, telephone numbers, (include toll free if available) and fax number, for each.

4.3 **Pricing Pages:** Vendor should complete the Pricing Pages by inserting a per unit price and a price to equal the number of units listed in the estimated quantity field, and a total for all items. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. Vendors shall submit a list of all participating authorized distributors who will honor all terms and conditions of this contract. The list must include the name of the distributor, contract coordinator, mailing address, physical address, telephone numbers, (include toll free if available) and fax number, for each.

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 thirty (30) working days after orders are received. Vendor shall deliver emergency orders within fifteen (15) working day(s) 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.
- 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 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7.0 MISCELLANEOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 **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.
- 7.4 **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: Tim Ford
Telephone Number: 304-776-4091
Fax Number: 304-776-7092
Email Address: tford@pcio.wv.com

DPS1326-Pricing Page

| Item # | Description | *Estimated Annual Quantity | Unit Price | Extended Price |
|---|--|----------------------------|----------------------------|---------------------|
| 3.1.1 | SX8WVSP1 Liberty Series Lightbar, or equal | 150 | \$ 899.99 | \$ 134,998.50 |
| 3.1.9 | LENWVSPKT1 Lens Kit – Liberty Lightbar, or equal | 200 | \$ 115.00 | \$ 23,000.00 |
| 3.1.6 | LR11 Takedown and Alley upgrade kit, or equal | 100 | \$ 132.00 | \$ 13,200.00 |
| 3.1.10 | STPKT* Mount Kit – Liberty Lightbar, or equal | 200 | \$ 50.00 | \$ 10,000.00 |
| 3.1.2.2 | Repair of out-of warranty products to include shipping/handling fee -Lightbar | 200 | \$ 100.00 | \$ 20,000.00 |
| 3.2.1 | SA315P Siren Speaker, or equal | 100 | \$ 126.00 | \$ 12,600.00 |
| 3.2.1.7 | SAK Speaker Bracket or equal | 50 | \$ 22.00 | \$ 1,100.00 |
| 3.3.1 | HHS2200 Hand Held Siren Controller, or equal | 150 | \$ 255.00 | \$ 38,250.00 |
| 3.3.4.2 | Repair of out-of warranty products to include shipping/handling fee – Hand held siren controller | 100 | \$ 180.00 | \$ 18,000.00 |
| Failure to use this form may result in disqualification. | | | Overall Total Cost: | \$263,148.50 |
| Bidder / Vendor Information: | | | | |
| Name: <u>Electronic Communications of WV Inc</u> | | | | |
| Address: <u>408 Old Golf Mtn Road</u> <u>Cross Lanes WV 25313</u> | | | | |
| Phone #: <u>304-776-4091</u> | | | | |
| Email Address: <u>TFord@ECTOWV.COM</u> | | | | |
| Contact Coordinator Information: | | | | |
| Name: <u>Tim Ford</u> <u>Electronic Communications of WV Inc</u> | | | | |
| Address: <u>408 Old Golf Mtn Road</u> <u>Cross Lanes WV 25313</u> | | | | |
| Phone #: <u>304-776-4091</u> | | | | |
| Email Address: <u>TFord@ECTOWV.COM</u> | | | | |
| *Quantities are estimated annual usage for bidding purposes and bidder's information. | | | | |

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1326

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Electronic Communications of WV
 Company

 Authorized Signature
Oct 14 2013
 Date

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



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

Solicitation

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| NUMBER |
| DPS1326 |

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| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE 304-558-2544 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| |
|--------------|
| DATE PRINTED |
| 09/03/2013 |

BID OPENING DATE: 09/17/2013 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|--|------------|--------|
| | | | | ADDENDUM NO. 2 SEE ATTACHED PAGES. END OF ADDENDUM NO. 2 | | |
| 0001 | 1 | LS | | 055-57 LIGHTBARS AND SIRENS FOR VEHICLES | | |
| ***** THIS IS THE END OF RFQ DPS1326 ***** TOTAL: | | | | | | |

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 14 2013 |
| TITLE President | FEIN 55052004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DPS1326**Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as DPS1326 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening date has been extended from 09/05/2013 to 09/17/2013. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions will be under separate addendum.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1326

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

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

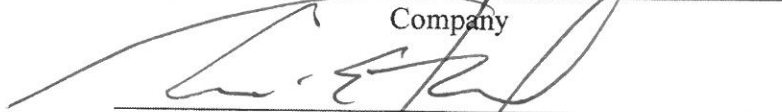
Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Electronic Communications of WV
 Company


 Authorized Signature

Oct 14 2013
 Date

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



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

Solicitation

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| DPS1326 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE |
| 304-558-2544 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

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WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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| DATE PRINTED |
| 09/12/2013 |

BID OPENING DATE: 09/24/2013 BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-----------------------------------|------------|--------|
| ADDENDUM NO. 3 | | | | | | |
| SEE ATTACHED PAGES. | | | | | | |
| END OF ADDENDUM NO. 3 | | | | | | |
| 0001 | 1 | LS | 055-57 | LIGHTBARS AND SIRENS FOR VEHICLES | | |
| ***** THIS IS THE END OF RFQ DPS1326 ***** TOTAL: | | | | | | |

| | | |
|------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 16 2013 |
| TITLE President | FEIN 55052004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DPS1326

000002

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as DPS1326 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening date has been extended from 09/17/2013 to 09/24/2013. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions will be under separate addendum.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1326

000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Electronic Communications of WV
Company


Authorized Signature

Oct 14 2013
Date

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



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

Solicitation

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| NUMBER |
| DPS1326 |

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| 1 |

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE

VARIOUS LOCALES AS INDICATED
 BY ORDER

| |
|--------------|
| DATE PRINTED |
| 09/20/2013 |

BID OPENING DATE: 10/08/2013

BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|-----------------------------------|---------------|--------|
| | | | | ADDENDUM NO. 4 | | |
| | | | | SEE ATTACHED PAGES. | | |
| | | | | END OF ADDENDUM NO. 4 | | |
| 0001 | 1 | LS | | 055-57 | | |
| | | | | LIGHTBARS AND SIRENS FOR VEHICLES | | |
| | | | | ***** THIS IS THE END OF RFQ | DPS1326 ***** | TOTAL: |

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 14 2013 |
| TITLE President | FEIN 550520004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DPS1326**Addendum Number: 4**

The purpose of this addendum is to modify the solicitation identified as DPS1326 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening date has been extended from 09/24/2013 to 10/08/2013. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions will be under separate addendum.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1326

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)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Electronic Communications of WV
 Company

[Signature]
 Authorized Signature

Oct 14 2013
 Date

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



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

Solicitation

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| NUMBER |
| DPS1326 |

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| PAGE |
| 1 |

| |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| TARA LYLE |
| 304-558-2544 |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WEST VIRGINIA STATE POLICE
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| |
|--------------|
| DATE PRINTED |
| 10/03/2013 |

BID OPENING DATE: 10/16/2013

BID OPENING TIME 1:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-----------------------------------|------------|--------|
| | | | | ADDENDUM NO. 5 | | |
| | | | | SEE ATTACHED PAGES. | | |
| | | | | END OF ADDENDUM NO. 5 | | |
| 0001 | 1 | LS | | 055-57 | | |
| | | | | LIGHTBARS AND SIRENS FOR VEHICLES | | |
| ***** THIS IS THE END OF RFQ DPS1326 ***** TOTAL: | | | | | | |

| | | |
|------------------------------|------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 304-776-4091 | DATE Oct 16 2013 |
| TITLE President | FEIN 550520004 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SOLICITATION NUMBER: DPS1326

000002

Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as DPS1326 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. The bid opening date has been extended from 10/08/2013 to 10/16/2013. The bid opening time remains at 1:30 pm.
2. Responses to vendor questions will be under separate addendum.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DPS1326

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Electronic Communications of WV
Company


Authorized Signature

Oct 14 2013
Date

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



SALES QUOTATION

ELECTRONIC COMMUNICATIONS OF WV INC

TOTAL COMMUNICATIONS SALES and SERVICE

October 14, 2013

408 Old Goff Mountain Road
Cross Lanes WV 25313
304-776-4091 phone, 304-776-7092 fax
Toll Free in WV 800-570-4091

QUOTED TO:

State of West Virginia
Department of Administration Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston West Virginia 25305
Ref DPS1324

SHIPPED TO:

West Virginia State Police
Various Locales As Indicated
By Order

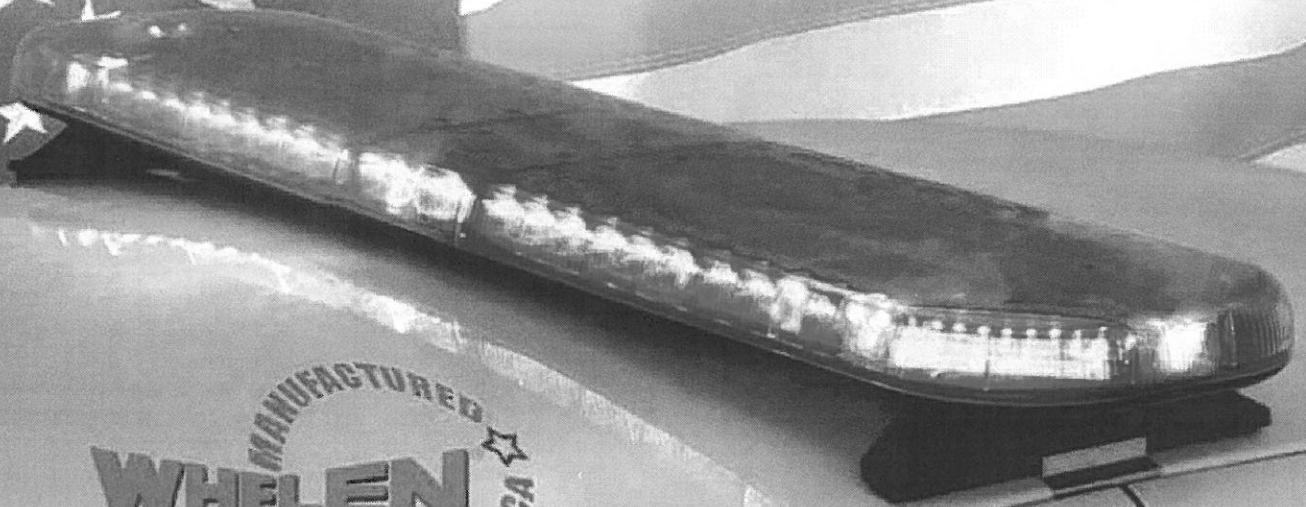
| SALESPERSON | QUOTE # | SHIPPING METHOD | SHIPPING TERMS | DELIVERY DATE | PAYMENT TERMS |
|-------------|---------|-----------------|----------------|---------------|---------------|
| Tim Ford | 10427 | Standard | FOB | 15 days Aro | Net 30 |

| ITEM # | QTY | DESCRIPTION | CONTRACT PRICE | CONTRACT EXTENDED |
|--------|-----|---|----------------|-------------------|
| 1 | 150 | Whelen Justice Series w/ 4 extended corners, 2 take down and 2 alley LEDs 8 CON 3 LED modules to the Rear and 6 Con 3 LED modules towards front Whelen Model JE8WVSP1 | 899.99 | 134,998.50 |
| 2 | 200 | Whelen Liberty Lightbar Lens Kit LENWVSPKT1 | 115.00 | 23,000.00 |
| 3 | 100 | LR11 Takedown and Ally Upgrade Includes (2) each 01-026A749-05 and (2) each 01-026B855-30 | 132.00 | 13,200.00 |
| 4 | 200 | Whelen STPKT* Mount Kit Liberty Light bar | 50.00 | 10,000.00 |
| 5 | 200 | Out Of Warranty Repair includes shipping and Handling Light Bar | 100.00 | 20,000.00 |
| 6 | 100 | Whelen SA315P Siren Speaker | 126.00 | 12,600.00 |
| 7 | 50 | Whelen SAK Speaker bracket | 22.00 | 1,100.00 |
| 8 | 150 | Whelen HHS2200 Hand held Siren Controller | 255.00 | 38,250.00 |
| 9 | 100 | Out Of Warranty Repair includes shipping and Handling Hand Held Siren Controller | 100.00 | 10,000.00 |
| | | | SUBTOTAL | \$263,148.50 |
| | | | WV Sales Tax | |
| | | | TOTAL | \$263,148.50 |

WHELEN[®]

JUSTICE[®]

Super-LED[®] SERIES
LIGHTBARS



MANUFACTURED
WHELEN
IN AMERICA

*Whelen products are proudly
manufactured in the U.S.A.*



Officially Licensed
Warning Lights of
NASCAR[®]



Form# JUST0312

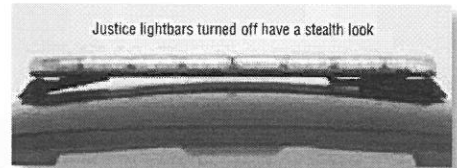
WHELEN® JUSTICE® SERIES

High performance, cost competitive Super-LED® lightbar with a range of options, designed for ease of operation, upgrade and serviceability. Available in Competitor™ and programmable WeCan® Series, plus NFPA certification.



ALL JUSTICE SERIES FEATURE:

- Clear outer lens standard with a moisture resistant compression fit gasket. Optional color lenses available.
- Four corner Linear Super-LED modules provide full 360 degree coverage, for SAE J845 Class 1 certification.
- Corners are available with 6 or 9 diode Super-LED modules.
- Optional LIN6™ or CON3™ lighthouse modules. CON3 has removable optic spreading filters for outer sections.
- Center section available with optional single LIN6, CON3 or two LTR3™'s (for split color center section).
- Black polycarbonate base on an extruded aluminum platform for added strength.
- Adjustable mount foot allows the lightbar to be mounted parallel to the street surface, no matter the shape of the vehicle roof.
- Standard passenger side cable, driver side optional.
- Service oriented lightbar allows easy access:
 - Upgrade or service lightbar right in the field
 - Remove four screws to access any section of the lightbar
 - Change Colors
 - Lighthouse replacement is as simple as removing one screw and single connector
- Five year HDP® Heavy-Duty Professional warranty on LEDs.
- All Justice models are 12" wide and only 2-1/4" high (without mounting feet) in three standard lengths of: 44", 50-1/8" and 56-1/4", plus a 62" Wrecker Bar.
- Optional LED brake/tail/turn and Traffic Advisors™ with or without control head available.



JC & JE Competitor Series with four corner Linear-LED® modules offering front, rear and all bar operational control of lightbar.

Justice JC Extended corner module with 9 diodes per module.

Justice JE Standard corner module with 6 diodes per module.

- Standard current switching with Scan-Lock™ flash patterns and pattern override feature.
- Choose from LIN6, LTR3 or CON3 lighthouse modules with removable optic spreading filters, for your inboard lighthouses.
- Optional LR11 Super-LED alley or take-down lights with 15° horizontal adjustment.
- Optional flasher to allow take-down lights to steady-burn or flash.
- Competitor Series also offers a 62" wrecker bar with standard rear work and brake/tail/turn lights.
- Optional Traffic Advisor cable for use with CenCom™ Sapphire or CanTrol, or cable with Traffic Advisor control head

SCANLOCK

WE CAN JV/JY Series Programmable Lightbars

An external interface unit, the WeCan Electronic Control Module (ECM), communicates all lightbar operating functions via a 2 conductor, 20 gauge cable. This small cable provides easier overall wiring and lightbar installation. Up to eighteen different programmed warning configurations can be operated using customer supplied switching to each of eighteen input wires to the ECM (default program pre-installed).

Justice JV Extended corner module with 9 diodes per module.

Justice JY Standard corner module with 6 diodes per module.

All functions are programmed easily by your computer via simple "pick & click, or drag" screens. Windows® based 2000, XP or later operating system required. USB input to the ECM from PC or laptop makes programming easy. Once the ECM is programmed, selection of these wires will allow:

- Complete independent flash pattern and "On" or "Off" phase control of each individual lighthouse.
- Low current switching with multiple flash patterns.
- Four phases for alternating, simultaneous and combination flash patterns.
- Cruise light control with multiple adjustable intensity levels.
- Independent Hi/Low control is available to any inboard Super-LED warning lighthouse.
- WeCan offers built-in Traffic Advisor with independent (sequential) control of the traffic arrow functions (left, right, split) without a dedicated Traffic Advisor control head.
- **New** Optional WCC9 WeCan 6 button and slide switch control head with 10 dip switch selectable switching configuration.
- Optional 15° horizontal adjustable LR11 Super-LED flashing take-downs and alley lights.
- Choose from LIN6, LTR3 or CON3 lighthouse modules with removable optic spreading filters, for your inboard lighthouses.

Optional
WCC9
WeCan
Controller

Electronic
Control
Module



Laptop or PC is used to configure control of the lightbar

WeCan program installs into your computer via CD

"No one can control your lightbar like"

WE CAN

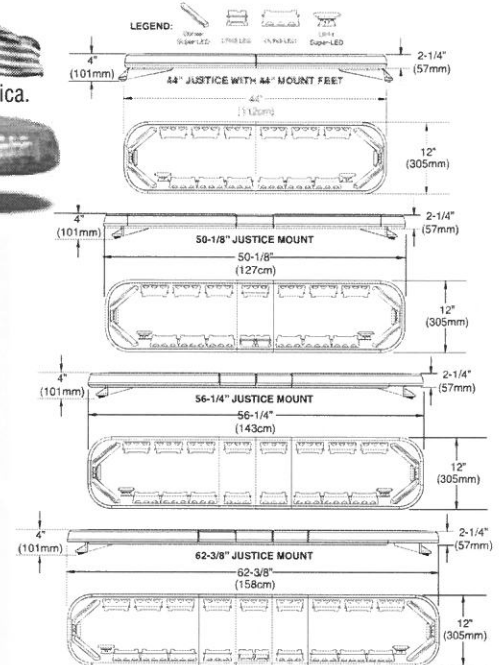
LIGHTBARS



Proud to be an American!

The Justice lightbar is designed, manufactured and assembled in America.

JUSTICE DIMENSIONS & LIGHTHEAD POSITION DIAGRAM



NFPA Justice® Super-LED® Series, ZONE "A" UPPER

Same features as Justice Series but NFPA 1901 compliant. Contact us for our "NFPA 1901 Specification Lighting Packages" booklet. This booklet details complete packages and zone packages meeting NFPA 1901 requirements. Each lighting package includes a "Certificate of Compliance with NFPA 1901". Contact the factory for more information.

JE2NFPA 56" Four red corner Linear-LEDs, six front CON3s (4 red & 2 white)

JE0NFPA 62" Four red corner Linear-LEDs, six front CON3s (4 red & 2 white)

Mini Justice JY Series, This is a compact, low profile design, 22" version of the popular Justice lightbar has 4 corner Linear6™ Super-LEDs. Ideal for applications where full-size lightbars just won't work!

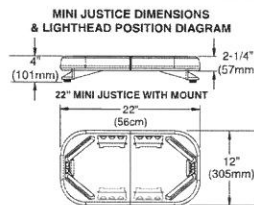
- Four corner modules standard. Options include: four CON3™ Super-LED modules with optical spreaders, LTR3™ Super-LED modules & LR11 take-down/alley lights.
- Magnetic and magnetic/suction mount has ten-foot cord, cigar plug with On/Off switch and LED "On" indicator plus Scan-Lock™ flash pattern switch.
- Permanent mount models include 15' cable.
- Multiple Scan-Lock flash patterns.
- Weight: 20 lbs.

MJY**P 22" Permanent mount**

MJY**M 22" Magnetic mount**

MJY**V 22" Magnetic/suction mount**

The use of any magnetic or magnetic/suction mounted warning beacon on the outside of a moving vehicle is not recommended and is at the sole risk of the user.



Model MJYBRRM shown with four optional CON3 Super-LED modules.

Ten foot straight cord with cigar plug with switches for On/Off function and Scan-Lock flash pattern control.

JUSTICE SERIES SPECIFICATIONS

| WeCan® Models | Competitor™ Models | NFPA | Mini Justice | Voltage | Amp Draw (base model) | Number & Type of Corner Modules | Super-LEDs per Corner Module | Maximum Number of Additional Modules | Mounts | Dimensions in inches (mm/cm) 2-1/4" (57) Height x 12" (305) Depth x L (below) Note: 4" (101) H with feet |
|---------------|--------------------|---------|--------------|---------|-----------------------|---------------------------------|--|--------------------------------------|--|---|
| JV4 / JY4 | - | - | - | 12.8 | 3.2 @ 13.6 | 4 Linear-LED® | 9 on JV Series | 18 | Requires Optional Mounting Kits | 44 (112cm) |
| JV8 / JY8 | - | - | - | | | | 6 on JY Series | 22 | | 50-1/8 (127cm) |
| JV2 / JY2 | - | - | - | | | | 9 on JC Series | 18 | | 56-1/4 (143cm) |
| - | JC4 / JE4 | - | - | | | | 6 on JE Series | 22 | | 44 (112cm) |
| - | JC8 / JE8 | - | - | | | | 9 on corners / 3 on inboards (6 each standard) | 10 | | 50-1/8 (127cm) |
| - | JC2 / JE2 | JE2NFPA | - | | | | 6 | 4 | | 56-1/4 (143cm) |
| - | - | JE0NFPA | - | | | | 6 | 4 | | 56-1/4 (143cm) |
| - | - | - | MJY****P | | | | 6 | 4 | | 62 (156cm) |
| - | - | - | MJY****M | | | | 6 | 4 | | 62 (156cm) |
| - | - | - | MJY****V | | | | 6 | 4 | | 22 (56cm) |

* Replace symbol (*) in color code on all models with lens or LED color desired: A=Amber; B=Blue; C=Clear; G=Green; R=Red

JUSTICE® LIGHTBAR OPTIONS

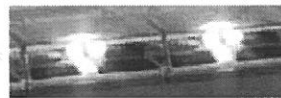
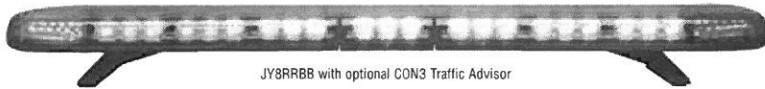
All the options you need to customize your lightbar. With Justice's modular design, you can add options now, and more at a later date.

| JUSTICE Super-LED® LIGHTBARS OPTIONS | Justice Option Model | WeCan® JV & JY Series | | | | | Competitor™ JE & JC Series | | | | | NFPA | | Mini Justice MJY Series | | | |
|--|----------------------|-----------------------|--------|--------|--------|--------|----------------------------|--------|--------|--------|--------|--------|--------|-------------------------|---------|---------|---------|
| | | JV4*** | JV8*** | JV2*** | JY4*** | JY8*** | JY2*** | JE4*** | JE8*** | JE2*** | JC4*** | JC8*** | JC2*** | JE2NFPA | JE0NFPA | MJY***P | MJY***M |
| One CON3™ | JDC* | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | ✓ | ✓ |
| One LTR3™ for use in center section, with take-down lights only | JDH* | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | - |
| One LIN6™ | JDL* | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | - |
| Four LR11 Super-LEDs, two steady-burn take-downs and two steady-burn alley lights, for permanent models only* | MJTDALL1 | - | - | - | - | - | - | - | - | - | - | - | - | - | ✓ | - | - |
| Two LR11 Super-LED flashing take-down lights* | JTLS1 | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two LR11 Super-LED flashing alley lights* | JALF1 | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two red, blue and/or amber flashing LR11 Super-LED in alley light positions* | JDLF** | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| One LR11 Super-LED flashing take-down lights, for single center section* | JCTLS1 | - | ✓ | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two LR11 Super-LED flashing take-down lights, for two center sections* | JCTLS12 | - | - | ✓ | - | - | ✓ | - | - | - | - | - | - | - | - | - | - |
| One Dual LR11 Super-LED Flashing Take-Down Lights, for Single Center Section* | JCTLS1D | - | ✓ | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two super high intensity LED take-down lights | JTDLED2 | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two super high intensity LED work lights | JWLED2 | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two Super-LED external alley lights, for standard end section | JXALF1L | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two colored Super-LED modules in external alley light positions, for standard end section | JXALF**L | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two LED brake/turn/taillights | JBTLED | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | - | ✓ | - | - | - | - | - |
| Two wire control Traffic Advisor™, standard feature if appropriate number of lighthoods are purchased | JTA2W | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Delete WeCan Control Point | DELWCCP | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Custom Length, 62.375" | JLLTH62 | - | - | - | - | ✓ | - | - | - | - | - | ✓ | - | - | - | - | - |
| Substitute WCC9 WeCan Controller for WeCan Electronic Control Point module, when purchased with Liberty SW WeCan Lightbars only | WCC9SUB | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | - |
| Two LR11 Super-LED steady-burn alley lights* | JHALF1 | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Two LR11 Super-LED steady-burn take-down lights* | JHTLS2 | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Two LR11 Super-LED center mount steady-burn take-down lights* | JHCTLS1 | - | - | - | - | - | ✓ | - | - | - | ✓ | - | - | - | - | - | - |
| One Dual LR11 Super-LED Take-Down Light, for Single Center Section* | JHCTLS1D | - | - | - | - | - | ✓ | - | - | - | ✓ | - | - | - | - | - | - |
| Four LR11 Super-LED, two steady-burn take-downs and two steady-burn alley lights* | JHTDALL1 | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Four LR11 Super-LED, two center mounted steady-burn take-downs and two steady-burn alley lights* | JHCTAL1 | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Four LR11 Super-LED, one dual LR11 center-mounted steady-burn take-down light, for single center section and two steady-burn alley lights* | JHCTAL1D | - | - | - | - | - | ✓ | - | - | - | ✓ | - | - | - | - | - | - |
| Flasher for flashing take-down or flashing work lights, please specify | JHFLASH | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Two LED brake/turn/taillights | JHBTLED | - | - | - | - | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Traffic Advisor, with internal/external harness, for use with TACTALD1. With lightbar purchase and used with CON3 center module only (lighthoods purchased separately) | JTACNTL | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Traffic Advisor with internal/external harness, for use with CCSRNTA3. With lightbar purchase and used with CON3 center module only (lighthoods purchased separately) | JTACBL | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| Driver side cable exit, in place of passenger side | JDSCBL | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |
| 18 lightbars bulk package (instead of standard individually boxed lightbars) | JBULK18 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | - | - | - |

LEGEND: ✓ = Available

* Replace symbol (*) in color code on all models with lens color desired: A=amber; B=blue; C=clear; G=green; R=red

† LR11 with 15° horizontal adjustment



WHELEN®

ENGINEERING COMPANY, INC.

51 Winthrop Road, Chester, CT 06412-0684

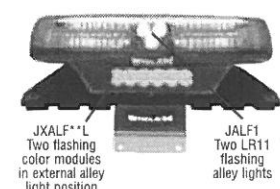
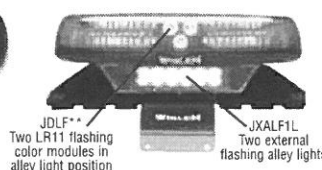
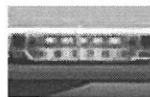
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WHELEN® USER DIRECT WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations. During the warranty period (see below) the Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (at its option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship. The Repair Center will return the repaired unit, transportation cost prepaid.

The above warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). **No prior authorization is required for returning Whelen products for warranty consideration.** Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

This warranty is not applicable to any Whelen product that has failed due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair; nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair.

There are no other warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time; or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way.

All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high power voice/siren systems are not covered by this warranty (see applicable warranty statement).

All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty, and are excluded from this warranty statement (such as, GTT Emitters). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

WHELEN ENGINEERING COMPANY ELECTRO-MECHANICAL AND STROBE PRODUCTS

STANDARD / 2 YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum two years from date of purchase (not to exceed three years from date of manufacture), with proof of purchase. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2 year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three years from date of manufacture. For warranty consideration, both the siren speakers and motor assemblies are subject to the conditions and steps described herein.

HDP® / 5 YEAR WARRANTY

Whelen Automotive Non-Lightbar Strobe Power Supplies, LED Ballasts and LED Products bearing the official HDP label and manufactured to HDP standards, are covered by a direct warranty for up to five years from date of manufacture. In accordance with the policy statement described herein, the unit may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration.



12 MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12 month warranty and are subject to the conditions and steps described herein.

10 YEAR LIMITED WARRANTY — LIGHTBAR POWER SUPPLY

* All repairable warranty and non-warranty Edge® style lightbar strobe power supplies will be replaced with a compatible new power supply. If out of initial warranty period but less than 10 years old, the charge will be a flat fee of \$185.00 (warranty for standard power supply is 2 years and HDP® Heavy-Duty Professional power supply is 5 years). This is subject to the conditions and steps described herein.

12 AND 24 MONTH DIRECT WARRANTY — XENON FLASH TUBES

(Except Flash Tubes from 1000/1500/2000/3000 & VP Series which are covered by a 6 Month Warranty)

If the xenon flash tube component of a "Whelen" brand (not from 1000/1500/2000/3000 or VP Series) product is returned to Whelen within 12 months of the date which is affixed to the flash tube, Whelen will replace that flash tube free of charge ONE TIME ONLY, subject to the conditions and steps herein. Whelen "Gold Medallion" flash tubes including all linear flash tube assemblies, carry a 24 month warranty. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

12 MONTH EXTENDED WARRANTY — WHELEN REPAIRED STROBE POWER SUPPLIES

Whelen offers to repair or replace, free of charge, any part of its strobe light power supplies that have been repaired by Whelen within 12 months and are less than 5 years old, subject to the conditions and steps herein. Whelen will pay ground transportation from Whelen's factory or Authorized Whelen Repair Center† to the customer via UPS where available (in the Continental U.S.).

WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM:

* If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$100 each. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

* Follow the "Steps To Be Taken For Return" noted below, and include a check or money order for \$100 for each unit returned. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$185). Contact factory service center for further details.

STEPS TO BE TAKEN FOR WARRANTY RETURN:

- 1) Whelen products are to be returned **freight prepaid** to the: Whelen Factory Repair Center Building B, 51 Winthrop Road, Chester, CT 06412-0684; or an Authorized Whelen Repair Center†. Do not ship by bus.
- 2) A copy of the sales receipt must be returned with the defective unit to qualify for warranty coverage from date of purchase.
- 3) Include a short statement explaining the problem.
- 4) Include your name, address, and day-time telephone number.
- 5) Whelen and its Authorized Repair Centers will, via UPS, ship back the repaired unit **freight prepaid**, usually within a few days after its receipt.

WHELEN®

ENGINEERING COMPANY, INC.

51 Winthrop Road
Chester, CT 06412-0684
Phone: (860) 526-9504
Fax: (860) 526-4078
www.whelen.com

— EFFECTIVE 12/18/12, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES —

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

* New/Revised