



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

Request for Quotation

RFO NUMBER
7011EC20

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33
304-558-2402

VENDOR

*709032901 630-377-9100
 WORK AREA PROTECTION CORP
 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

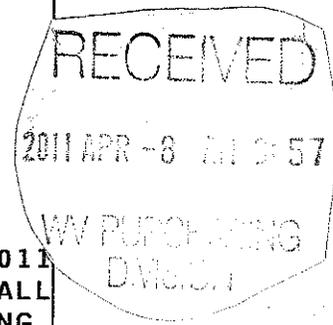
SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED 02/08/2011	TERMS OF SALE Net 30	SHIP VIA Best Way	F.O.B. Destination	FREIGHT TERMS Delivered
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BID OPENING DATE: **04/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-96		
<p>TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE A FULL MATRIX TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/01/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON TUESDAY, 03/15/2011 AT 10 AM IN BRUSHY FORK RD IN BUCKHANNON, WV 26201. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. ...</i>	TELEPHONE 800-327-4417	DATE 4/7/11
TITLE Vice President/Offc.Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-2402

VENDOR

*709032901 630-377-9100
 WORK AREA PROTECTION CORP
 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

SHIP TO

DIVISION OF HIGHWAYS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/08/2011	Net 30	Best Way	Destination	Delivered

BID OPENING DATE: **04/12/2011** BID OPENING TIME **01:30PM**

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<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: 7011EC20</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. Robinson</i>	TELEPHONE 800-327-4417	DATE 4/7/11
TITLE Vice President	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ...X....</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Michael P. Fisher</i> SIGNATURE</p> <p style="text-align: center;">Work Area Protection Corporation .. COMPANY</p> <p style="text-align: center;">4/7/11 DATE</p>						

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SIGNATURE <i>Michael P. Fisher</i>	TELEPHONE 800-327-4417	DATE 4/7/11
TITLE Vice President/Offc.Mgr. FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mental P. Lohman</i>	TELEPHONE 800-3274417	DATE 4/7/11
TITLE Vice President/Offc.Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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 304-558-2402

ROBERT F. ROBERTS

*709032901 630-377-9100
 WORK AREA PROTECTION CORP
 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>EXHIBIT 4</p>						

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SIGNATURE <i>Michael P. Robinson</i>	TELEPHONE 800-327-4417	DATE 4/7/11
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<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED I THIS CONTRACT,</p> <p>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, ROAD 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. Robinson</i>	TELEPHONE 800-327-4417	DATE 4/5/11
TITLE Vice President/Offc.Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>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,</p> <p>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.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>		

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SIGNATURE	TELEPHONE	DATE
<i>Marcus R. Kohler</i>	800-327-4417	4/7/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President/Offc.Mgr.	52-1488457	

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<p>REV. 10/01/01</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 7011EC20</p> <p>BID OPENING DATE: 04/12/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 630-377-9270</p>						

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SIGNATURE <i>Nick Robinson</i>	TELEPHONE 800-327-4417	DATE 4/7/11
TITLE Vice President/Offc.Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				630-377-9270		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Michael P. Linkimer		
***** THIS IS THE END OF RFQ 7011EC20 ***** TOTAL:						\$18,750.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. Linkimer</i>	TELEPHONE 800-327-4417	DATE 4/11
TITLE Vice President/Offc.Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

PROCUREMENT SPECIFICATIONS
NO. 843-1-G

OPEN END CONTRACT

FULL MATRIX
TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD

1.0 PURPOSE

It is the purpose of these specifications to describe a Full Matrix Trailer Mounted Solar Powered Message Board (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

~~The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply.~~ Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, WILL RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer. Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications".** The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section will also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 120 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. Delivery terms should be stated in the bid and the State reserves the right to accept or reject such terms. Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH contact person within seven (7) working days after receiving the approved purchase order.**

A completed pilot model for inspection must be provided within 30 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.** DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered

to be manufactured after January 1, 2011 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also, there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts or service manuals.

* NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.**

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

To be a trailer mounted Full – Matrix Variable Message Board consisting of an optically enhanced L.E.D.s. **L.E.D.s shall have a minimum of a 30° vertical and 30° horizontal cone of visibility. The full-matrix panel shall be powered by a bank of batteries in order to convey bright, distinctive messages to the traveling public. All Full-Matrix Variable Message Boards shall be tested by AASHTO's National Transportation Product Evaluation Program (NTPEP).**

7.1 **Batteries shall be automatically recharged by a group of solar panels located at the highest point on the unit.**

7.1.1 **Unit shall be designed with sufficient energy backup to operate for a period of 30 days without any sun.**

7.1.2 The solar panel generator array should recharge the battery bank at a rate of approximately 2.5 hours sun to one (1) 24 hour period of usage. (Refer 7.5.3)

7.2 Sign Panel Construction:

7.2.1 To be of aluminum construction or fabricated with powder coated sheet metal and in a flat black finish. **All exposed panels and seams shall be corrosion proof for a minimum of ten (10) years. With construction, all panels/parts shall be assembled as to prevent corrosion or to prevent dissimilar metal reaction from occurring.**

7.2.2 The sign panel frame to be a welded assembly constructed of aluminum alloy channel, or from steel panels powder coated **in a corrosion proof manner for a minimum of ten (10) years.**

- 7.2.3 Length of sign panel shall not exceed 140 inches.
- 7.2.4 Face of sign shall incorporate measures to prevent fading from UV light, such as a polycarbonate or lexan face with UV inhibitors incorporated. Other methods shall be subject to review and approval.
- 7.2.5 The sign face shall be of a sufficient size in order to display three (3) lines of eight (8) characters, with each character to be eighteen (18) inches tall by twelve (12) inches wide. Characters to be spaced a minimum of three (3) inches apart.
- 7.2.6 Each character configuration to contain 54 L.E.D. lamp pixels in a six (6) element horizontal by nine (9) element vertical arrangement.
- 7.2.7 Each pixel shall consist of a minimum of three (3) LEDs.
- 7.2.8 Message color to be approximately 590 nanometers.
- 7.3 The sign to have capability to display up to six (6) messages in sequence, with variable timing in ¼ second increments under computer control.
 - 7.3.1 As part of the manufacturer's pre-programmed message sequences, arrow display and flashing caution functions shall be included. All arrow and flashing caution displays described in the current MUTCD shall be provided.
 - 7.3.2. All abbreviations used in pre-programmed messages shall be in compliance with the current MUTCD.
 - 7.3.3. Entire sign to have capability to change all lines of message copy in not more than 100 mili-seconds.
 - 7.3.4. The sign shall be clearly visible a minimum of 4500 feet.
 - 7.3.5. The sign legend shall be legible from a minimum distance of 1,000 feet under daylight conditions as defined determined by NTPEP for two –non-traffic word message.
 - 7.3.6. The sign legend shall be legible from a minimum distance of 900 feet under night-time conditions as determined by NTPEP for a two non-traffic word message.
 - 7.3.7. Under variable light conditions, the unit shall automatically adjust light source so as to meet the visibility requirements, without being too bright or too dim.

7.4 Solar Message Board Support

7.4.1 **Solar message board sign panel shall be supported on a telescoping upright member in order to permit raising the sign panel for operation and lowering the panel for transport. The upright must be capable of 360 degrees rotation and to lock into any position to which it is manually or electrically rotated.**

7.4.2 **Raise and lower travel to be approximately four (4) feet and shall be accomplished by a hydraulic power pack.**

7.4.3 **The bottom of the sign to be minimum of seven (7) feet above ground level when in the raised position.**

7.4.4 **In transport position, the sign shall orient to the longitudinal axis of the trailer in a manner that effectively reduces aerodynamic drag during towing.**

7.5 Power and Miscellaneous Equipment:

7.5.1 **Unit shall be designed to accept two (2) power sources; one (1) being a battery bank consisting of four (4) size 4-D, deep cycle, lead acid 12 volt DC batteries wired in parallel (or as designed to meet power/time requirements).**

7.5.2 **The second power supply to have the capability of the unit to accept existing 120 volt commercial electric service.**

7.5.3 **Batteries to be recharged by a solar panel array producing approximately 165 watts of power. (Refer 7.1.2)**

7.5.4 **Unit shall provide a built-in battery charger with a minimum 25 ampere per hour rating.**

7.5.5 **Battery bank shall be housed in lockable heavy duty weatherproof battery boxes.**

7.5.6 **The two (2) power sources to be enclosed in an appropriate protective housing.**

7.5.7 **Batteries to be capable of being recharged by a commercial 110 volt battery charger.**

7.6 Control Requirements:

7.6.1 **The unit shall be controlled in all functions by an on-board dedicated computer of solid state design and be removable.**

- 7.6.2 **Unit shall include a keyboard through which user originated messages may be entered for display or storage.**
- 7.6.3 Include an LCD display screen upon which messages can be reviewed before display on sign board.
- 7.6.4 **Computer shall store a minimum of 250 programmed messages for display when called upon by user through the keyboard.**
- 7.6.5 **Capability of storing a minimum of 100 message sequences.**
- 7.6.6 Unit to maintain stored message list.
- 7.6.7 Unit to provide password coding or key entry.
- 7.6.8 Provide control programming to present sequences messages under operator control through keyboard entry.
- 7.6.9 Provide control for moving arrow displays.
- 7.7 Solar Panel Control Unit
 - 7.7.1 **The computer and power control unit shall be housed in a weather resistant, shock resistant lockable control box which includes lighting for night-time operation.**
 - 7.7.2 Power control unit to contain two (2) current meters; one (1) to show amperage generated with the battery charge operating, and one (1) to indicate amperage generated from the solar panels to be stored in the battery bank.
 - 7.7.3 **The power control unit shall incorporate a PV regulator with thermal compensation for variances in ambient temperature to regulate the charge rate to the battery bank.**
 - 7.7.4 The unit to incorporate an automatic intensity control feature in order to keep L.E.D. lamp matrix intensity constant with a reduction in voltage.
 - 7.7.5 **The message unit must provide a photocell in order to reduce the lamp intensity at night eliminating blinding.**

7.8 Trailer:

7.8.1 **Two (2) wheel trailer shall be structurally adequate to serve both platform for components.**

7.8.2 Fenders: Steel fenders to be provided and installed over each wheel.

7.8.3 Trailer to be equipped with a hydraulic brake actuator system.

7.8.4 Leveling Jacks: Four (4) crank type, heavy duty, industrial leveling jacks; one (1) at each corner of the trailer deck to be installed.

7.9 Lighting:

7.9.1 **Unit shall include LED tail lights, stop lights, turn signals, license mount with light, and all necessary reflectors.**

7.9.2 Trailer electrical cable and connector (Cole Hersee Pt# 12081 male or equal) compatible with towing vehicles to be installed.

7.9.3 All trailer wiring to be encased in heavy duty hypalon type industrial wire looms clamped to underside of the trailer structural tubing.

7.9.4 **A two (2) inch ball type trailer hitch 6,000 pound capacity with double safety chains in accordance with SAE J684F shall be installed.**

7.10 Hydraulic Power Pack:

7.10.1 **Shall be 12 volt DC motor, pump, valve, reservoir, manual hand pump or approved equal.**

7.11 Message Cabinet Dimensions:

7.11.1 **Length: Maximum length of 140 inches.**

7.11.2 **Height: Maximum of 79 1/2 inches**

7.12 Central Processing Unit – CPU Specifications (Minimum):

7.12.1 **Microprocessor Based 27.1 MHz.**

7.12.2 **Power requirements: 175 mA DC at 12 volts DC.**

7.12.3 **Screen Size: Minimum of Three (3) lines, with Eight (8) characters per line.**

- 7.12.4 **Interfaces:** (2) RS232 9 pin D connectors and documentation on port numbers and pins. In addition, one USB port or one ETHERNET Port with USB adaptor shall be provided
- 7.12.5 **Code:** Application source code to be delivered with unit or held in escrow and provided to WVDOH in case company goes out of business.
- 7.12.6 **Documentation:** Technical documentation for unit and for application programs.
- 7.12.7 **Unit shall include all other features considered as standard equipment but not specifically addressed previously.**
- 7.12.8 **Vendor must certify that must certify that unit offered will comply with Occupational Safety and Health Act of 1970 and subsequent amendments.**
- 7.12.9 **Paint:** The complete unit to be painted with the manufacturers standard colors and materials.
- 7.12.10 **Advertising:** Manufacturer to attach a metal plate on the unit stating manufacturer, date of manufacture, serial number, model number, etc. No large decals or painted advertisements are permitted.
- 7.12.11 **Preventive Maintenance and Operator Procedures:** Manufacturers and or Dealers shall provide a preventive maintenance and operator orientation seminar at the Equipment Division, in Buckhannon, WV. All training aids i.e., videos, charts, manuals, etc., to furnished by successful vendor.
- 7.13 Communications:**
- 7.13.1 **Unit shall be guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2 way radio receiver, cell phones, etc.**
- 7.13.2 **Each PVMS shall be controlled and monitored by its own sign controller directly from the control console inside the control cabinet on the trailer itself.**
- 7.13.3 **The PVMS sign controller shall be able to receive instructions from and provide information to a computer containing PVMS control software compliant using NTCIP compliant communications modes:**

- 7.13.4 Remote Communications control via wireless communications with a remotely located computer. **The system communications backbone, as well as all field modems or signal converters, shall provide the PVMS sign controller with an RS232 signal having a baud rate between 2,400 bps and 115,200 bps. Communications shall be static IP based with a static IP based modem installed on the trailer.**
- 7.13.5 **Local Communications control shall be accomplished via direct connection with a laptop computer that is connected directly to the sign control using a null modem connection and a baud rate between 2,400 bps and 115,200 bps.**
- 7.13.6 **Local Communications control shall be available via a keypad and LCD interface. Features shall include addition or removal of message or message (s) from the PVMS list of playing messages, adjustment of luminosity to manual or automatic, and monitorthe monitoring of miscellaneous data like battery voltage, photocells reading, etc.**

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 843-1-G

FULL MATRIX
TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD

NOTE TO BIDDER: Procurement Specification No. 843-1-G, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report.

FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7011EC20

Bidder's Name: Work Area Protection Corporation

Address: 2500 Production Drive, P.O. Box 4087, St. Charles, IL 60174-9081

Telephone Number: 630-377-9100

Years Bidder has been registered to do business with the State of West Virginia: 13 YRS.

Years Company has been an authorized dealer for proposed unit: 19 YRS.

X3.2 Have you complied with all mandatory specifications? YES NO

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 15 Calendar Days After
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 30 Calendar Days After Receipt of
Purchase Agreement

The "Bidder's Evaluation Report" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$18,750.00 per unit

X6.0 SPECIFICATIONS - GENERAL

X6.1 Manufacturer, model, series, and date of manufacture of proposed unit:

Precision Solar Controls Inc. SMC 2000 HE-06 2011

Is descriptive literature, fully describing proposed unit attached to your bid? YES NO

If not, why? _____

X6.2 Will the required number of service manuals, and complete parts list be delivered to the Equipment Division at Buckhannon upon completion of delivery of total units?

YES NO

Will the required Equipment Preventive Maintenance Form (Section X6.2 of Bidders Evaluation Report) be provided upon inspection of the pilot unit? YES NO

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: Full-Matrix Message Board MAKE: PSC

MODEL: HE-06 YEAR: 2011 PURCHASE AMOUNT: \$18,750.00

ENGINE: MAKE: N/A MODEL: N/A FUEL TYPE: N/A

HORSEPOWER: N/A CYLINDER: N/A ENGINE SERIAL: N/A

COOLING SYSTEM CAPACITY: N/A

BELTS: DESCRIPTION: N/A PART NUMBERS: N/A

GVW: 2700 lbs AXLE CAPACITY: FRONT: 3500 lbs REAR: N/A

TIRES: FRONT MAKE & SIZE: 205/75 D-15 Make varies based on availability

REAR MAKE & SIZE: N/A Raised Ht: 164"

DIMENSIONS OF UNIT: LENGTH: 194.5" WIDTH: 93" Lowered Ht: 107"

VENDOR CONTACT PERSON: Tim Hohman PHONE: 330-621-1678

FAX: 330-345-1852

PARTS: Weight: 115 lbs

BATTERY MAKE: Continental MODEL: 4D CCA: _____

TOP OR SIDE POST: Top Post DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: N/A PART #: _____

FUEL PUMP OR INJECTION PUMP MAKE: N/A MODEL: _____

ALTERNATOR MAKE: N/A PART #: _____

STARTER MAKE: N/A PART #: _____

TURBO CHARGER MAKE: N/A PART #: _____

TRANS. MAKE: N/A MODEL: _____ AUTO/MANUAL: _____

HYDRAULIC PUMP MAKE: _____ MODEL: _____

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL		<u>N/A</u>	ENGINE	<u>N/A</u>
AIR INNER		<u>N/A</u>	TRANSMISSION	<u>N/A</u>
AIR OUTER		<u>N/A</u>	POWER STEERING	<u>N/A</u>
FUEL PRIMARY		<u>N/A</u>	HYDRAULIC	<u>NAPA/Valvoline Dexron 3</u>
FUEL SECONDARY		<u>N/A</u>	DIFFERENTIALS	<u>N/A</u>
COOLANT		<u>N/A</u>	BRAKE FLUID	<u>N/A</u>
HYDRAULIC		<u>N/A</u>	COOLANT	<u>N/A</u>
OTHER		<u>N/A</u>	OTHER	<u>N/A</u>

X6.3 TRAINING:

Will training seminar be conducted on Preventive Maintenance, Operator and Mechanic Training
 YES NO

Will you conduct training with each purchase order against this open end contract?
 YES NO

Will training be conducted within 2 working days from the delivery of the pilot unit on the individual purchase order?
 YES NO

If NO, explain time frame Scheduling requires 2-week notice.

Will an Operator's Manual be furnished directly to Training Academy prior to the delivery of the pilot?
 YES NO

X6.4 If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?
 YES NO

X6.4.1 Will all manuals, booklets, etc. explaining preventive maintenance, operator procedures, and service schedule be delivered with each unit?
 YES NO
 If NO, explain _____

X6.5 WARRANTY AND SERVICE POLICY

Will the warranty and service you provide comply with all areas as stated in Section 6.5 of specifications
 YES NO

Is warranty literature attached?
 YES NO

Is a minimum two (2) year bumper to bumper basic parts and labor warranty excluding abuse and normal wear items included?
 YES NO

Describe:

Per Section 6.5 excludes due to neglect or abuse or improper maintenance

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.**

(If additional lines are needed, make copies of form.)

1. Define the terms of the standard warranty. If not offered, so state. (Attach copy)

See attached warranty

2. Define warranty service to be performed at DOH facilities and warranty service to be performed at manufacturer's representative facility. List name and location of manufacturer's representative.

All service to be performed at DOH facility. Technical support and warranty replacement of parts. Tim Hohman, 1310 Wildwood Drive, Wooster, OH 44691

3. List locations for parts inventories that are within the State of West Virginia. Also, list availability levels, if known.

Rock Branch Industrial Park, 4 Craddock Way, Poca, WV 25259

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner. *At this time we publish no list prices, only net prices at time of inquiry.

A.	Terms: Net 30	Manufacturer's published list price less: * -0- % discount
B.	Terms: Net 60	Manufacturer's published list price less: * -0- % discount
C.	Terms: Net 90	Manufacturer's published list price less: * -0- % discount

5. During the term of warranty, will all manufacturers or engineering improvements be submitted to Division of Highways? X YES NO

6. During the term of warranty, list the guaranteed rates charged for repair to the unit.

A.	Shop Rate	\$ <u> ** </u> per mechanic hour	** No charge during warranty period
B.	Travel Time Charge (Specify if one-way)	\$ <u> ** </u> per mechanic hour _____ ; port to port _____	
C.	Mileage Charge (Specify if one-way)	\$ <u> ** </u> per vehicle mile _____ ; port to port _____	
D.	Field Mechanic Rate	\$ <u> ** </u> per mechanic hour	
E.	Specify period of time that prices are in effect:	<u> 30 days for parts from time of inquiry </u>	
F.	Surcharge for miscellaneous items:	<u> -0- </u> %	

X6.6 EVALUATION COMMITTEE REQUIREMENTS

Is all component specifications, product literature, component models provided for Evaluation Committee bid determination? YES NO

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry?

YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished?

YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included?

YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT:

The bidder should complete the following schedule in order for the Division to compare the actual bid unit to the specifications. Should the bidder except a requirement, then such exception may be only on the basis that such feature is not offered by the manufacturer. **The Division will have the sole discretion as to whether the bidder's substitution meets the requirements of the specification.**

Manufacturer: Precision Solar Controls Inc. Model: SMC 2000 FM-06

Is unit a trailer mounted Full – Matrix Message Board consisting of an optically enhanced L.E.D.'s.

YES NO

Are the L.E.D.s minimum of a 30° vertical and 30° horizontal cone of visibility.

YES NO

Is the full matrix panel powered by a bank of batteries in order to convey bright, distinctive messages to the traveling public

YES NO

Are full matrix variable message boards tested by AASHTO's National Transportation Product Evaluation Program (NTPEP).

YES NO

- X7.1 Are batteries automatically recharged by a group of solar panels located at highest point on the unit? YES NO
- X7.1.1 Is unit designed to have sufficient energy backup to operate for 30 days without any sun? YES NO
- X7.1.2 Will solar panel generator recharge the battery bank at 2.5 hours sun to one (1) 24 hour period usage? YES NO
- X7.2 Sign Panel Construction:
- X7.2.1 Is sign panel aluminum constructed or fabricated with powder coated sheet metal and in a flat black finish YES NO
- All exposed panels and seams are corrosion proof for a minimum of ten (10) years YES NO
- With construction, are all panels/parts assembled as to prevent corrosion or to prevent dissimilar metal reaction for occurring YES NO
- X7.2.2 Is sign panel frame a welded assembly and constructed of aluminum alloy channel or from steel panels powder coated in a corrosion proof manner for a minimum of ten (10) years YES NO
- X7.2.3 What is length of sign panel 139 inches?
- X7.2.4 Does face of sign incorporate measures to prevent fading from UV light, such as polycarbonate or lexan face with UV inhibitors incorporated YES NO
- Is another method used? YES NO Has it been reviewed and approved? YES NO
- X7.2.5 Does sign face have size to display three (3) separate lines of eight (8) characters YES NO
- Size of characters: 18 inches tall and 12 inches wide?
- Spacing of characters: 3 inches apart
- X7.2.6 Does each character configuration contains 54 LED lamp pixels in six (6) element horizontal by nine (9) element vertical arrangement? YES NO
- X7.2.7 Each pixel consists of 4 LED'S
- X7.2.8 Message color: 590 nanometers
- X7.3 Does sign have capability to display six (6) messages in sequence, with variable timing in 1/4 second increments under computer control? YES NO

- X7.3.1 Is arrow display and flashing caution functions included as part of the manufacturer's pre-programmed message sequences YES NO
- Will all arrow and flashing caution displays described in the current MUTCD provided YES NO
- X7.3.2 Are all abbreviations used in pre-programmed messages in compliance with the current MUTCD YES NO
- X7.3.3 Does the entire sign have capability to change all lines of message copy in not more than 100 milliseconds YES NO
- X7.3.4 Will sign be clearly visible a minimum of 4500 feet YES NO
- X7.3.5 Will sign legend be legible from a minimum distance of 1,000 feet under daylight conditions as determined by NTPEP for two non-traffic word message. YES NO
- X7.3.6 Will sign legend be legible from a minimum distance of 900 feet under night-time conditions as determined by NTPEP for a two non-traffic word message YES NO
- X7.3.7 Under variable light conditions, will the unit automatically adjust light source so as to meet the visibility requirements, without being too bright or too dim YES NO
- X7.4 Solar Message Board Support:
- X7.4.1 Will solar message board sign panel be supported on a telescoping upright member in order to permit raising the sign panel for operation and lowering for transport? YES NO
- Is the upright capable of 360 degrees rotation and to lock into any position to which it manually or electrically rotated YES NO
- X7.4.2 Raise and lower travel: 57 ^{inches} ~~feet~~ and accomplished by a hydraulic power pack YES NO
- X7.4.3 Bottom of sign 7 feet above ground level when in raise position
- X7.4.4 When transporting, will sign orient to the longitudinal axis of the trailer in a manner that effectively reduces aerodynamic drag during towing? YES NO
- X7.5 Power and Miscellaneous Equipment:
- X7.5.1 Is unit designed to accept two (2) power sources; one (1) being a battery bank consisting of four (4) size 4D, deep cycle, lead acid 12 volt DC batteries wired in parallel (or as designed to meet power/time requirements YES NO
- X7.5.2 Does second power supply to have capability to accept existing 120 volt commercial electric service? YES NO

- X7.5.3 Batteries are recharged by a solar panel array producing 150 watts of power
- X7.5.4 Does unit have a built-in battery charger with minimum 25 amp per hr rating? YES NO
- X7.5.5 Is battery bank housed in lockable heavy duty weatherproof battery boxes? YES NO
- X7.5.6 Are the two (2) power sources enclosed in protective housing? YES NO
- X7.5.7 Are batteries capable of being recharged by a commercial 110 volt battery charger? YES NO
- X7.6 Control Requirements:
- X7.6.1 Is unit controlled in all functions by an on-board dedicated computer of solid state design and removable? YES NO
- X7.6.2 Does unit have keyboard which user originated messages may be entered for display or storage? YES NO
- X7.6.3 Does unit have an LCD display screen, where messages are reviewed before being displayed? YES NO
- X7.6.4 Computer stores 350 programmed messages for display when called upon by user through keyboard YES NO
- X7.6.5 Capability of storing 100 message sequences
- X7.6.6 Does unit maintain stored message list? YES NO
- X7.6.7 Does unit provide password coding or key entry? YES NO
- X7.6.8 Will unit provide control programming to present sequences messages under operator control through keyboard entry? YES NO
- X7.6.9 Does unit provide control for moving arrow displays? YES NO
- X7.7 Solar Panel Control Unit:
- X7.7.1 Is computer and power control unit housed in weather resistant, shock resistant lockable control box including lighting for night time operation? YES NO
- X7.7.2 Does power control unit contain two (2) current meters; One (1) shows amperage generated with battery charger operating and one (1) indicates amperage generated from the solar panels be stored in battery bank? YES NO
- X7.7.3 Does power control unit incorporate a PV regulator with thermal compensation for variances in ambient temperature to regulate the charge rate to the battery bank? YES NO

X7.7.4 Does unit incorporate an automatic intensity control feature to keep L.E.D. lamp matrix intensity constant with a reduction in voltage? YES NO

X7.7.5 Does message unit provide a photocell to reduce lamp intensity at night eliminating blinding? YES NO

X7.8 Trailer:

X7.8.1 Is two (2) wheel trailer structurally adequate to serve as both platform for components? YES NO

X7.8.2 Are fenders made of steel and installed over each wheel? YES NO

X7.8.3 Is trailer equipped with hydraulic brake actuator system? YES NO

X7.8.4 Is unit equipped with four (4) crank type, HD industrial leveling jacks; one (1) installed on each corner of the trailer deck? YES NO

X7.9 Lighting:

X7.9.1 Does unit include LED taillights, stop lights, turn signals, license mount with light and all necessary reflectors? YES NO

X7.9.2 Are trailer electrical cable and connector (Cole Hersee Pt #12081 male or equal) compatible with towing vehicles installed? YES NO

X7.9.3 Is all trailer wiring encased in heavy duty hypalon type industrial wire looms clamped to underside of trailer structural tubing? YES NO

X7.9.4 Does unit have two (2) inch ball type trailer hitch 6000 pound capacity with double safety chains in accordance with SAE J684F installed? YES NO

X7.10 Hydraulic Power Pack:

X7.10.1 Does unit have 12 volt DC motor, pump, valve, reservoir, manual hand pump or approved equal? YES NO

X7.11 Message Cabinet Dimensions: (approximate)

X7.11.1 Length: 139 inches

X7.11.2 Height: 76 inches

X7.12 Central Processing Unit - CPU specifications (Minimum):

X7.12.1 Microprocessor Based 27.1 MHz YES NO

If No, you must specify _____.

- X7.12.2 Power requirements: 175 mA DC at 12 volts DC
- X7.12.3 Specify screen size: up to 6 character lines with ^{up to} 100 characters per line
Dependent on information requested for Input
- X7.12.4 Are interfaces (2) RS232 9 pin D connectors and documentation on port numbers and pins?
X YES NO

In addition, is one (1) USB port or one (1) ETHERNET Port with USB adaptor provided
X YES NO

- X7.12.5 Will application source code be delivered with unit
OR
held in escrow X YES NO
and provided to WVDOT in case company goes out of business? X YES NO

- X7.12.6 Will technical documentation for unit and for application programs be provided?
X YES NO

- X7.12.7 Features considered as standard equipment but not addressed:
Includes cellular IP modem static
NICIP compliant programming capability First year cellular service is included

- X7.12.8 Does unit comply with OSHA of 1979 and subsequent amendments? X YES NO

- X7.12.9 Will unit be painted manufacturers standard colors and materials X YES NO

- X7.12.10 Does unit meet guidelines for advertising? YES X NO

- X7.12.11 Will Manufacturer or Dealer provide training and training aids as specified? X YES NO

X7.13 Communications:

- X7.13.1 Will unit be guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2 way radio receiver, cell phones etc. X YES NO

- X7.13.2 Is each PVMS controlled and monitored by its own sign controller directly from the control console inside the control cabinet on the trailer itself X YES NO

- X7.13.3 Is the PVMS sign controller able to receive instructions from and provide information to a computer containing PVMS control software compliant using NTCIP compliant communications modes X YES NO

X7.13.4 Remote Communications control via wireless communications with a remotely located computer
 YES NO

Does the system communications backbone, as well as all field modems or signal converters, provide the PVMS sign controller with a RS232 signal having a baud rate between 2,400 bps and 115,200 bps.
 YES NO

Is communications static IP based with a static IP based modem installed on the trailer
 YES NO

X7.13.5 Is local communications control accomplished via direct connection with a laptop computer that is connected directly to the sign control using a null modem connection and baud rate between 2,400 bps and 115,200 bps.
 YES NO

X7.13.6 Is local communications control available via a keypad and LCD interface
 YES NO

Are the features of additional or removal of message or message(s) from the PVMS list of playing messages, adjustment of luminosity to manual or automatic, and the monitoring of miscellaneous data like battery voltage, photocells reading, etc. included
 YES NO



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

Request for Quotation

RFQ NUMBER
 7011EC20

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 BUYER 33
 304-558-2402

VENDOR

*709032901 630-377-9100
 WORK AREA PROTECTION CORP
 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/16/2011	Net 30	Best Way	Destination	Delivered

BID OPENING DATE: 04/12/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE SHEET.						
BID OPENING REMAINS 04/12/2011 AT 1:30 PM.						
*****END ADDENDUM NO. 1*****						
0001	1	EA		550-96		
TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD						
***** THIS IS THE END OF RFQ 7011EC20 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. Lukner</i>	TELEPHONE 800-327-4417	DATE 4/7/11
TITLE Vice President/Offc. Mgr.	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC20

Date: 3/15/2011

Trailer Mounted Solar Board

Project Description:

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WORK AREA PROTECTION CORP</u>
Firm Address:	<u>2500 Production Drive</u> <u>St. Charles, IL 60104</u>
Representative Attending:	<u>JOE FORD</u> <i>[Signature]</i>
Phone Number:	<u>1-800-327-4417</u>
Fax Number:	<u>1-630-377-9270</u>
Email Address:	<u>jford@sciproducts inc.com</u>

Firm Name:	<u>American Signal Co.</u>
Firm Address:	<u>2755 Bankers Industrial Dr.</u> <u>Atlanta GA 30360</u>
Representative Attending:	<u>Casey Inoue</u>
Phone Number:	<u>770.448.6650</u>
Fax Number:	<u>770.448.8970</u>
Email Address:	<u>cinoue@amsig.com</u>

Firm Name:	<u>Logan Corporation</u>
Firm Address:	<u>242 N. Ohio Ave.</u> <u>Clarksburg, WV 26301</u>
Representative Attending:	<u>Joe Dinaldo</u>
Phone Number:	<u>304-641-2011</u>
Fax Number:	<u>304-623-5678</u>
Email Address:	<u>jdinaldo@logancorp.com</u>

Firm Name:	<u>WVDOA</u>
Firm Address:	
Representative Attending:	<i>[Signature]</i>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Roadset Traffic Systems</u>
Firm Address:	<u>4301 1st Avenue</u> <u>Alitre, WV 25143</u>
Representative Attending:	<u>Chuck Adams</u>
Phone Number:	<u>304-539-3881 or 755-1200</u>
Fax Number:	<u>305-397-2836</u>
Email Address:	<u>cadams@roadsettraffic.com</u>

Firm Name:	<u>WVDOA</u>
Firm Address:	
Representative Attending:	<i>[Signature]</i>
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7011EC20

Date: 3/15/2011

Project Description: Trailer Mounted Solar Board

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>wvdott</u>
Firm Address:	
Representative Attending:	<u>Maurice Lee</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Sherris Stone</u>
Firm Address:	<u>WV DDA Purchasing</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>Angie Morrey</u>
Firm Address:	<u>DOT</u>
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



WARRANTY & DISCLAIMERS

Solar Message Center SMC 1000 HE, 2000 FM

Warranty Statement

1. Precision Solar Controls, Inc. ("PSC") warrants that each new changeable message sign will be free from defects in material and workmanship for a period of two (2) years from the date of shipment, subject to the conditions and restrictions contained herein.
2. PSC further warrants parts furnished under this warranty for a period, which expires upon the termination of the warranty applicable to the message center onto which these parts are installed. Parts furnished outside of this contract are warranted for a period of ninety (90) days from the date of shipment and are subject to the conditions and restrictions applicable at shipment.
3. The exception to the warranty statement above pertains to the batteries and solar panels installed by PSC at the factory. These parts are warranted against defects in material and workmanship for a period of one (1) year for batteries and five (5) years for solar panels from date of shipment, subject to the conditions and restrictions contained herein.
4. This warranty does not apply to a product that has not been installed or maintained in accordance with PSC's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than PSC, its employees or authorized agents, or failed to have normal maintenance.
5. This warranty covers only equipment and parts manufactured by PSC. All other components and accessories furnished with PSC product are sold "as is" and without warranty, express or implied of any kind, subject to such warranty, if any, of the manufacturers thereof. PSC ALSO DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, APPLICABLE TO USED PRODUCTS, LIGHT BULBS, FUSES, ELECTRIC WIRES AND BATTERIES. THE ONLY WARRANTY, IF ANY, APPLICABLE TO THE COMPONENTS AND ACCESSORIES DESCRIBED ABOVE SHALL BE THE WARRANTY OF THE MANUFACTURERS OF THE COMPONENTS AND ACCESSORIES.
6. The buyer expressly agrees that the buyer's sole remedy and PSC's sole responsibility in respect to warranty claim is exclusively limited to repair or replacement, at PSC's option, of product or a portion thereof found by PSC to be defective. PSC does not pay for labor charges or transportation charges and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further PSC disclaims an liability for any incidental or consequential damages, including lost or duplicated time or expense, accruing for any reason to the owner or user of any products sold by PSC, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.

7. PSC reserves the right to make changes in its products from time to time without incurring any obligation to incorporate such improvements in any products previously sold or in service.
8. The terms and conditions of this warranty cannot be altered without the written consent of PSC.
9. This warranty does not apply to any product, which has not been paid for according to the terms under which the product has been invoiced. In addition, buyer agrees that PSC will not be required to honor any warranty claim from a customer whose account at PSC is not current according to PSC's payment terms.

BUYER MAY HAVE SEEN SAMPLES, ADVERTISEMENTS OR OTHER SALES LITERATURE OR HEARD STATEMENTS MADE DURING THE SALES PRESENTATION WHICH SUGGEST THAT THE PRODUCT BEING SOLD HAS QUALITIES OR CHARACTERISTICS THAT MAKE IT ATTRACTIVE. EVEN IF PSC OR OTS AGENT MADE THESE STATEMENTS DELIBERATELY, PSC DOES NOT INTEND TO INCUR LEGAL LIABILITY FOR ANY SUCH APPARENT REPRESENTATION UNLESS THEY ARE INCLUDED WITHIN THE EXPRESSED WRITTEN TERMS OF THIS CONTRACT. IF NOT EXPRESSED, ANY SUCH APPARENT REPRESENTATION IS NOT IN ANY WAY A PART OF THIS CONTRACT OR THE BARGAIN WITH THE BUYER. PSC'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES THAT EXCEED THOSE LISTED IN THIS CONTRACT AND BUYER IS WARNED THEREFORE TO CHECK THIS CONTRACT CAREFULLY TO SEE THAT IT CORRECTLY REFLECTS THOSE TERMS THAT ARE IMPORTANT TO THE BUYER. EXCEPT AS OTHERWISE PROVIDED IN THIS DOCUMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, PARTICULARLY NOT THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE NOT CONTAINED WITHIN THE WRITTEN TERMS OF THIS CONTRACT.

10. The foregoing warranty is exclusively and in lieu of all other express, statutory, and implied warranties, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LANGUAGE IN THE PREVIOUS NINE (9) PARAGRAGHS.

Application of Warranty

1. To make a claim under this warranty, contact PSC giving a description of the product and request a Return Goods Authorization ("RGA") number. Merchandise should not be returned to PSC until an RGA number is received.
2. After receiving an RGA number, the product should be returned, freight prepaid, to PSC. If found to be defective, and if all return freight charges have been paid, or authorization to return freight collect is received, PSC will repair or replace the product, at our option, and return it to the customer.
3. In emergency cases where it becomes impractical to wait for warranty consideration by PSC, parts will be shipped on account the customer pending warranty evaluation. Customers without an established account with PSC will be shipped parts C.O.D.. Upon completion of the warranty evaluation, the customer will be reimbursed for the charges if parts in question are found to be subject to the terms of the warranty found in this contract.



SPECIFICATION
SOLAR MESSAGE CENTER
MODEL SMC – 2000

1.0 INTRODUCTION

This specification shall describe a trailer-mounted, portable changeable sign upon which varying electronically generated lamp messages and graphics will be displayed to highway traffic as advisories or for the purposes of warning and/or control.

The equipment described shall be a standard model produced by a manufacturer with experience in the production of trailer-mounted traffic control products. All workmanship, materials, and assembly procedures shall be of quality design. Each component of the unit shall be adequate for and compatible with all structural and performance requirements of the complete unit. The equipment shall remain operational under inclement weather conditions.

1.1 DESCRIPTION

The Solar Message Center manufactured by Precision Solar Controls Inc. is a trailer mounted variable message board consisting of optically enhanced LED lamp matrix panels powered by a bank of batteries in order to convey bright, distinctive messages to the traveling public. The batteries are in turn recharged automatically by a group of solar panels located at the highest point on the unit. The Solar Message Center is designed with sufficient energy backup to operate for a period of 30 days without any sun. The solar panel generator array shall recharge the battery bank at a rate of 2.5 hours sun to one 24 hour period of usage.

2.0 CONSTRUCTION REQUIREMENTS

2.1 GENERAL

The trailer and all mounted equipment shall be structurally adequate for unlimited, normal operation in wind velocities normally encountered on the roadway. The equipment shall be designed to enable one person to perform all transporting and operation functions easily and effectively without assistance.

2.2 TRAILER

The 2-wheel trailer shall be structurally adequate to serve both as a carrier and as an operating platform for all components of the complete unit. The base structure shall be structural rectangular steel tubing of 2 inches by 6 inches with a minimum wall thickness of .120 inches, providing an adequate foundation for the unit. All tubing shall be joined by welding and all structural welds shall be continuous bead welds. All tubing ends shall be closed.

Axle and suspension systems shall be rated at 3,500 pounds minimum. Wheels and tires shall be a minimum of 15 inches, 4 ply, and shall be rated for towing at on-highway speeds of 65 miles per hour. A steel fender shall be installed over each wheel.

Four crank type, heavy duty 2,000 lb. capacity, industrial leveling jacks, one at each corner of the trailer deck, shall be installed. Trailer shall have two ¼" thick high strength steel with bright zinc plating towing safety chains.

A lighting system shall be provided for the trailer, to include tail lights, stop lights, turn signals, license plate light and reflectors. A trailer electrical cable and connector compatible with towing vehicles shall be installed. To eliminate tubing installation chafing no wiring shall be installed on top of the trailer frame. All wiring shall be jacketed or use loom to guard against environmental deterioration and physical wear. A 2-inch ball type trailer hitch with double safety chains in accordance with SAE J684F shall be installed.

All exterior surfaces shall be painted PSC Safety Orange using Sherwin Williams Polane polyurethane paint.

2.3 MESSAGE SIGN

The sign panel shall be of aluminum construction and so assembled as to prevent dissimilar metal action from occurring. The sign panel frame shall be a welded assembly made of aluminum alloy. The display shall be sealed with trim lock bulb type trim. Ventilation shall be natural convection. Moving parts involved in the ventilation of the sign cabinet shall not be allowed.

The length of the Solar Message Center sign panel shall not exceed 140 inches. The front face of the sign shall be covered with a clear UV inhibited polycarbonate to prevent fading. The polycarbonate window shall be held in place with a 2.0 inch cross-section aluminum frame which is mounted to the display cabinet with three stainless steel slip hinges and held open with two steel wheel style door holders with automatic release.

The Solar Message Center sign panel shall consist of one continuous LED lamp matrix which provides text messages as well as graphic symbols. The sign panel shall be capable of projecting multiple font size characters created in the standard software.

Double stroke fonts shall be projected in 20 inch letter heights. The full matrix panel shall consist of 25 LED lamp matrix pixels in height and 48 LED lamp pixels in length.

Each pixel shall incorporate 4 LED's with a lens to produce 48 images and provide complete target size definition within the pixel area. Message color shall be approximately 590 nanometers.

2.4 MESSAGE SIGN-CONTINUED

In addition, standard preprogrammed graphics symbols can be shown due to the full matrix capability. The user shall also have the capability of generating special graphics or letters through the use of remote base station operation.

The sign shall be capable of displaying at least 10 pages per message with 24 characters per page, with variable timing in 1/10 (.10) second increments under computer control. The entire sign shall completely change all lines of message in not more than 100 milliseconds.

The sign, when projecting 20 inch characters, shall be clearly visible and legible from a distance of 1,000 feet under both day and night conditions. Legibility shall increase proportionately to the size of the symbols. Under variable light level conditions, the sign shall automatically adjust its light source so as to meet the 1000 feet legibility requirements without being too dim or too intense. The intensity of the light source shall not change suddenly in response to temporary changes in ambient light conditions, such as a car's headlights, but shall have an intentional built in delay to provide a steady output.

The Solar Message Center sign panel shall be supported on a telescoping upright member in a manner to permit raising the sign for operation and lowering the sign for transport. The upright shall include a device to enable 360° rotation and shall lock into the position to which it is manually rotated. Raise and lower travel shall nominally be 5 feet and shall be accomplished by a hydraulic power pack. The bottom of the sign shall be at least 7 feet above the ground when in the raised position. In a transport position, the sign shall orient to the longitudinal axis of the trailer in a manner that effectively reduces aerodynamic drag during towing.

3.0 POWER AND MISCELLANEOUS REQUIRED EQUIPMENT

The Solar Message Center shall be designed to accept two (2) power sources.

The first power supply type shall be a battery bank consisting of four size 4-D, deep cycle, lead acid 12 volt DC batteries wired in parallel. The battery bank shall be housed in lockable heavy duty steel weatherproof battery box. The batteries shall be recharged by a solar panel array producing 150 watts of power. There shall be a built-in battery charger with a minimum 25 ampere per hour rating.

The second power supply type shall be the capability of the unit to accept existing 120V commercial electrical service.

The two power sources shall be enclosed in an appropriate protective housing. The complete unit shall be painted with the manufacturer's standard colors and materials.

4.0 SYSTEM CONTROL REQUIREMENTS

The Solar Message Center shall be controlled in all functions by an on-board dedicated computer that shall:

- a) Be of solid state design and be removable.
- b) Include a keyboard through which user originated messages may be entered for display or storage.
- c) Include an LCD display screen upon which messages can be reviewed before/during display on the message sign.
- d) Store a minimum of 250 preprogrammed messages for display when called upon by an operator through the keyboard.
- e) Store a minimum of 100 user originated messages.
- f) Store a minimum of 80 preprogrammed graphics messages.
- g) Store a minimum of 100 multi-page messages.
- h) Maintain stored message list.
- i) Provide password coding or key entry.
- j) Provide control programming to display stored messages under operator control through keyboard entry.
- k) Provide control for moving arrow display.
- l) Provide automatic letter sizing and centering without separate programming.
- m) Provide for programming while another message is being shown.
- n) Include a calendar program to automatically start and stop the display of sequences at predetermined times.
- o) Provide character board and battery diagnostics.

The computer shall be housed in a weather resistant type NEMA 3R shock resistant lockable control box which shall include a light for night operation. The power control unit shall be housed in the lockable steel weatherproof battery box and contain two current meters, one to show the amperage generated with the battery charger and one to show the amperage from the solar panels to the battery bank. The power control unit shall also incorporate a PV regulator

with thermal compensation for variances in ambient temperature to regulate the charge rate to the battery bank.

4.1 SYSTEM CONTROL REQUIREMENTS-CONTINUED

The Solar Message Center shall incorporate an automatic intensity control feature in order to keep the LED lamp matrix intensity constant with a reduction in voltage and changes in ambient temperature. This allows the message to remain legible at a distance of 1000 feet any time the unit is operational. The Solar Message Center also has a photocell in order to reduce the lamp intensity at night, eliminating glare.

5.0 OPTIONS

The following options allow remote control of the Solar Message Center and automatic fault monitoring (i.e. the sign will notify the operator in the event of a low voltage disconnect by originating a call to a predetermined telephone number).

5.0.1 TELEPHONE LAND LINE OPTION

This option allows the operator to have remote control of the on board computer as described in paragraph 5.1 – Computer Base Operation. This option requires that a telephone line be run to the trailer site.

5.0.2 CELLULAR TELEPHONE OPTION

This option eliminates the need to run a telephone line to the trailer site. In addition, the trailer can be moved anywhere desired as long as there is cellular telephone coverage. This option allows the operator to have remote control of the on-board computer as described in paragraph 5.1 – Remote Operation.

5.1 REMOTE OPERATION

The communication protocol used for remote operation shall be NTCIP. The Solar Message Center is capable of communicating and being controlled with all NTCIP compliant central control systems.

5.2 5.2 RADAR OPTION

This option provides the system with the ability to determine the speed of approaching traffic and interrupt the programmed sequence with a special default sequence of messages.

**SOLAR MESSAGE CENTER
-GENERAL SPECIFICATION-**

TRAILER SPECIFICATIONS:

TRAILER HEIGHT - TRAVEL POSITION.....102.5"
TRAILER HEIGHT - ERECTED POSITION.....163.5"
TRAVEL WIDTH.....93"
TRAILER LENGTH WITH TONGUE.....194.5"
TRAILER LENGTH WITHOUT TONGUE.....150"
TRAILER WEIGHT.....2,700 LBS.

MAIN FRAME: 2" X 6" X .120" HIGH GRADE STEEL RECTANGULAR
TUBING
TONGUE : 2" X 6" X .180" STEEL RECTANGULAR TUBING
TONGUE SLEEVE: .375" STEEL PLATE
OUTER MAST: .250" STEEL TUBING
INNER MAST: .250" STEEL TUBING
MAST MOUNTING PLATE: .500" STEEL PLATE WITH .250" GUSSETS
SOLAR PANEL ARRAY FRAME: .125" ALUMINUM ANGLE

MESSAGE CABINET: WIDTH.....139"
HEIGHT.....76"
DEPTH - INCLUDING SOLAR PANEL
ARRAY.....21.0"
DEPTH - TOP-WITHOUT SOLAR PANEL
ARRAY.....14.5"
DEPTH - BOTTOM.....9"
POLYCARBONATE WINDOW THICKNESS - .125"
CABINET DELTA - TYP.....20° F

HYDRAULIC POWER PACK: 12VDC MOTOR/PUMP/VALVE/
RESERVOIR

AXLE CAPACITY.....3,500 LBS.
LEAF SPRING CAPACITY.....3,500 LBS.
FENDERS: 11 GAUGE
BATTERY ENCLOSURE - ONE: 12 GAUGE STEEL
SWING JACK CAPACITY.....2,000 LBS. EACH/ 8,000 LBS. TOTAL
SWING JACK TRAVEL.....15"

SMC CENTRAL PROCESSING UNIT – CPU SPECIFICATIONS:

PROCESSOR.....Rabbit Core Microprocessor 22.1 MHz
POWER REQUIREMENTS.....175 mA @ 12V
MEMORY TYPE & SIZE.....512 KB STATIC RAM
512 KB FLASH MEMORY
MEMORY BACK – UP:.....SRAM/3 YEAR LIFE
TEMPERATURE.....-40° C TO +75° C
(-40° F TO +167° F)
HUMIDITY.....95% NON-CONDENSING

DISPLAY TYPE: LIQUID CRYSTAL DISPLAY-LCD
SCREEN SIZE.....240 X 64 DOT PIXELS

INTERFACES: RS232 & RJ11 PHONE JACK

LED LAMP MATRIX SPECIFICATION

PIXEL SIZE.....”2” X 2”
CHARACTER SIZE.....19.2” H X 13.6” W
CHARACTER SPACING.....3.2”
LINES.....3
CHARACTER PER LINE.....8
LINE SPACING.....6”
FIELD OF VIEW.....MINIMUM 21° HORIZONTAL 7° VERTICAL

CONTRAST ENHANCEMENT FEATURES:

- * OPTICALLY ENHANCED LED – 4 LED PIXEL
- * TRUNCATED DESIGN * INTEGRATED LIGHT BAFFLES
- * BLACK BACKGROUND * HOUSING/VISOR

ELECTRICAL CONTROL:

- * COMPUTER CONTROLLED/AUTOMATIC INTENSITY
CONTROL ADJUSTS LED OUTPUT WITH VARIANCES OF AMBIENT
LIGHT AND TEMPERATURE / PHOTOCCELL CONTROLLED
- * OVERCURRENT PROTECTION: PREVENTS WAVELENGTH SHIFT
OVER TEMPERATURE AND CURRENT VARIATIONS

SOLAR GENERATOR SPECIFICATIONS:

SOLAR PANEL ARRAY..... 150 WATT MINIMUM
OPERATING VOLTAGE.....12.6 VDC
BATTERY BANK: FOUR 4D DEEP CYCLE 12 VOLT BATTERIES 940
AMP HOURS TOTAL
CHARGE CONTROLLER: SERIES REGULATOR WITH THERMAL
COMPENSATION
LOW VOLTAGE DISCONNECT.....11.2 VDC
AC/DC BATTERY CHARGER.....25 AMP

SOLAR MESSAGE CENTER CELLULAR TRANSCEIVER

SPECIFICATIONS

FREQUENCY RANGE.....DUAL BAND 800 MHz AND 1.9 GHz

OPERATING VOLTAGE.....10.0 – 28.0 VDC

**BATTERY DRAIN.....STANDBY.....0.06 AMP
TRANSMIT.....0.30 AMP**

DIMENSIONS6.8 X 3.3 X 2.0 INCHES

WEIGHT2.0 LBS

OPERATING TEMPERATURE.....-30° TO + 70° C (-22° TO +158° F)

RF POWER OUTPUT.....224 mW NOMINAL

INPUT/OUTPUT IMPEDANCE.....50 OHMS TNC

SOLAR MESSAGE CENTER RADAR OPTION SPECIFICATION

***INTERFACES WITH SMC CENTRAL PROCESSING UNIT/SOFTWARE:**

The Solar Message Center shall be equipped with a radar system that monitors the speed of oncoming traffic. With the radar option, the SMC has two modes of operation, which allow the system to display a special sequence of preprogrammed messages. Warnings, statements, or vehicle speed may be displayed on the signboard once the SMC system radar has been triggered.

***RADAR ONLY MODE:**

When the system radar trigger speed has been exceeded, the SMC shall continuously display a special sequence of messages which have been preprogrammed into the computer. The actual vehicle speed may be displayed along with warnings, etc.

***RADAR TRIP MODE:**

This mode is used to display a normal sequence of preprogrammed messages until the radar trigger speed has been exceeded. Once triggered, the SMC will display a sequence of preprogrammed messages which can warn the motorists and display their actual speed.

***SI-XLRM SPEED INTERFACE W/RS232 X-BAND LONG RANGE TRANSCEIVER:**

FREQUENCY:	34.7 GHz (Ka band)
OUTPUT POWER:	.010 WATTS (MIN)/.025 WATTS (MAX)
POWER DENSITY:	<.001 WATTS/CENTIMETER²
BEAM WIDTH:	12°
POLARIZATION:	CIRCULAR
OPERATING VOLTAGE:	9 – 16 VOLTS DC
OPERATING CURRENT:	370 mA DC
OPERATING TEMPERATURE:	-30°C to 70°C
SPEED RANGE:	5 MPH TO 200 MPH

***APPROXIMATE DETECTION DISTANCE OF AVERAGE SIZE VEHICLE:
2000-2500 FEET (DISTANCE WILL BE REDUCED WITH PRECIPITATION.)**

***SERIAL COMMUNICATIONS: RS232C,+TTL,-TTL**

***DATA FORMAT: 1 START BIT, 8 DATA BITS, 1 STOP BIT, NO PARITY.**

***DATA RATE: 9600 BAUD**

***PHYSICAL SIZE AND WEIGHT:**

Weight: 1.15 lb

Diameter: 2.6"

Length: 4.7"

SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

SMC 2000 Full-Matrix

As the pioneer in the design of LED-based, solar powered, changeable message signs, Precision Solar Controls offers the Full-Matrix Solar Message Center. Full-matrix display allows graphic symbols, as well as variable text heights from 20 to 28 inches for safer work zones.

The Model SMC-2000 Message Center is a portable, changeable message sign consisting of LED lamp matrix panels and special optical assemblies in a continuous "Full-Matrix" format. This allows you to display text messages using characters up to 28 inches in height and graphic symbols that are even larger.

Standard Features

➤ Industrial grade trailer to give years of dependable service

➤ Top solar panel mounting for maximum exposure to sun without system shadows

➤ UV inhibited clear polycarbonate panel

➤ Built-in 25 amp / 120 Volt A/C battery charger

➤ Efficient long life L.E.D. lamps – 10 year average operational life

➤ 360° message panel rotation

➤ Flashing message function

➤ 365-day/calendar program

➤ 4 leveling jacks for proper placement and stability

➤ Heavy duty surge brakes (optional)

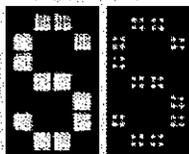
➤ Easily accessible message panel

➤ 30 day autonomy

➤ Automatic intensity control

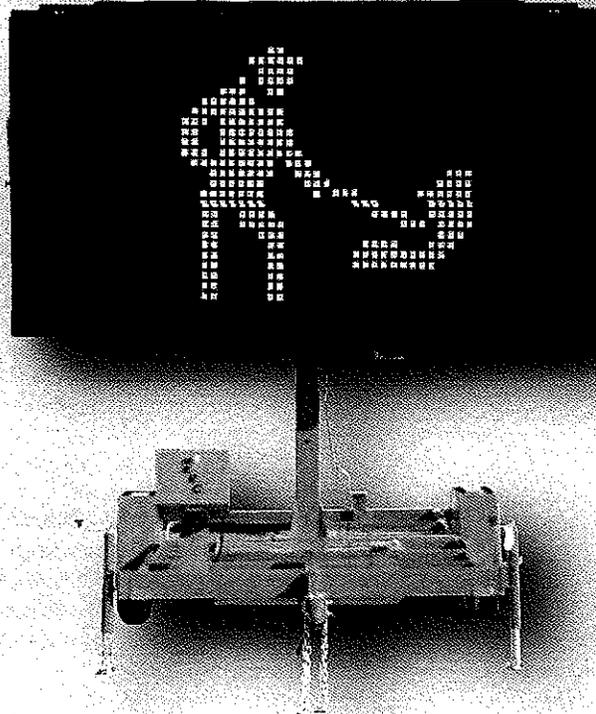
➤ Optically enhanced LED Lamp Matrix – illuminates entire 2" pixel (below left)

➤ 12 volt non-hazardous operation



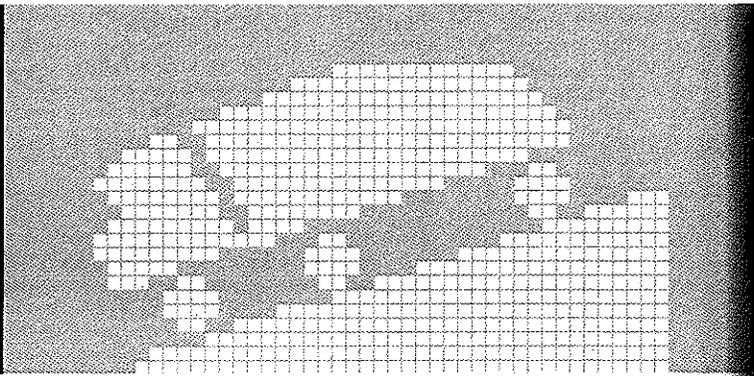
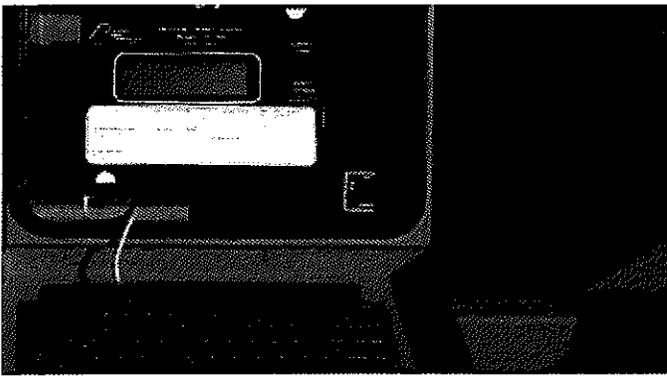
PSC Optically Enhanced Lamp

Bare LED Display



➤ Expanded memory storage capacity:
 - 60 graphic messages
 - Arrow board function capability
 - 350 message capacity
 - NTCIP compliant programming capability

➤ Sighting device to assure proper directional alignment



Full-Matrix Design

The continuous, full-matrix design allows the display of messages using text, graphic symbols or both. Graphic symbols are displayed at a standard 50-inch height and text messages are displayed using one of three selectable font sizes: 20", 22.5" or 28".

LED Lamp Matrix

The SMC-2000 uses advanced LED technology. The LEDs are positioned under special optics, enhancing the light from each pixel and making the message legible from up to 1,400 feet away.

Solar-Assist Power

The Full-Matrix Message Center is powered by deep-cycle batteries for long-lasting service. The batteries are recharged by a solar panel array sized to provide optimum charge capability. This design allows for 30 days of operation without sunlight and recharges the batteries for a full day of operation with only 2-1/2 hours of good sunlight.

Pre-Programmed Text And Graphics

The SMC-2000 comes standard with 250 text messages and 60 graphic symbols in the system's computer. The pre-programmed messages help minimize set-up time, making overall operation easier. Additionally, the unit has the capacity to include 100 customized messages.

Remote Programming Capability

In conjunction with the remote communication software option, the SMC-2000 gives you the ability to create messages from a remote location using a laptop or desktop computer.

Proven System Integrity

Since releasing the Solar Message Center, we have put thousands of units in operation around the world. The SMC-2000 is unmatched in reliability and performance. It is a truly intelligent transportation information system.

SMC-2000 FM Unit Specifications

- Raised height – 164" (4.16 M)
- Travel height – 107" (2.71 M)
- Width – 93" (2.36 M)
- Length with tongue – 194.5" (4.94 M)
- Length w/o tongue – 144" (3.65 M)
- Weight – 2700 lbs. (1224.7 Kg)
- Energy Source – 4D Deep Cycle batteries
- Autonomy – 30 days @ 78° F (25° C)
- Generator – solar panel array
- Recovery rate – 2.5 hours good sun per day
- Temperature range – (-) 20° F / 120° F (-29° C / 49° C)
- Lift mechanism – Leak resistant electro-hydraulic with optional manual backup
- Main Frame – 2" x 6" x .120" high grade steel (5.08 cm x 15.24 cm x .30 cm)

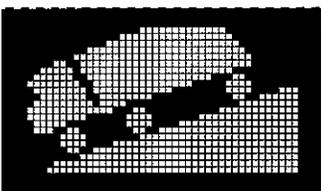
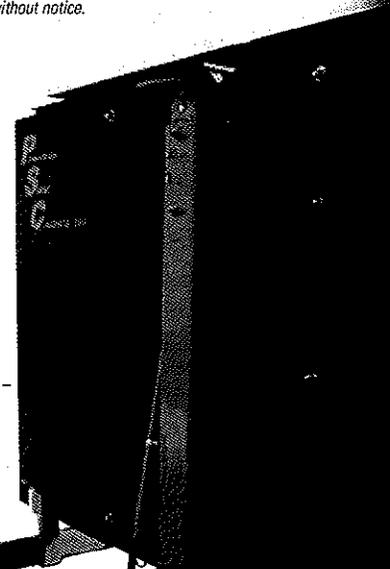
Sign Case Specifications

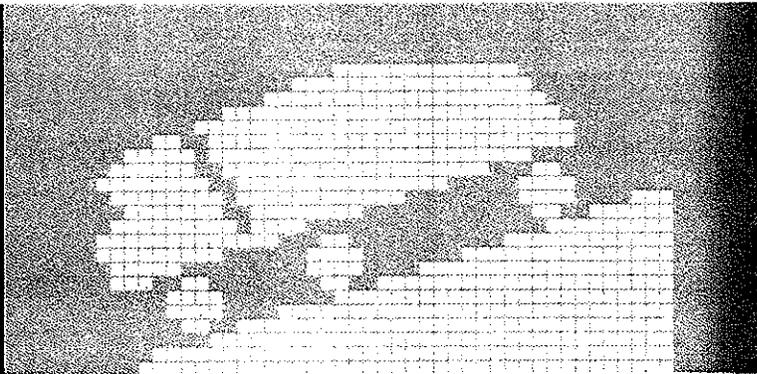
- Sign Case Specifications
- Height – 76" (1.93 M)
- Width – 139" (3.53 M)
- Character Height – 20" (50.8 CM), 22.5" (57.1 CM), 28" (71.12 CM)
- Lamp – Optically enhanced L.E.D.
- Legibility – up to 1400 ft (427 M)
- Full matrix pixels – 25 rows / 48 columns
- Illumination – Active L.E.D.

SMC Computer Specifications

- Control Console Display: LCD
- Pre-programmed Messages: 250
- User Programmed Capability: 100 messages
- Flash Rate: Adjustable
- Update Speed: 100 Milliseconds
- Removable Solid State design
- Off-the-shelf QWERTY keyboard
- Console box light for night operation

Specifications are subject to change without notice.





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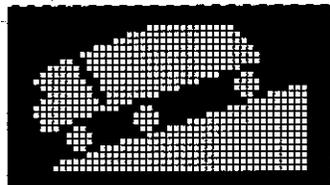
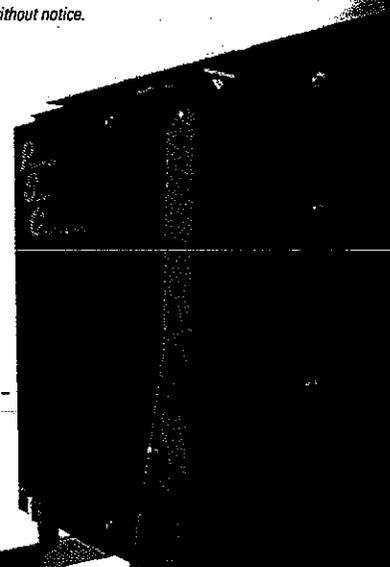
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- Off-the-shelf QWERTY keyboard
- Console box light for night operation

Specifications are subject to change without notice.



Internet-based remote communication option

Includes cellular GPS data modem for remote programming with access to NTCIP-compliant web page and mapping capability. Designed for wireless internet service, this option is available as modem only for customers who have existing NTCIP base station platform, or is available with Precision Solar Controls' NTCIP-compliant web page access.

4958 – GPS Data Modem (Verizon)

5077 – GPS Data Modem (Cingular)

5079 – GPS Data Modem (Sprint)

4959 – GPS Data Modem (Verizon) with internet access

5078 – GPS Data Modem (Cingular) with internet access

5080 – GPS Data Modem (Sprint) with internet access

CDMA Cellular Phone Option

Contains Windows based base station software, CPU software configuration, antenna, cellular data modem, and all applicable hardware. This option can be used on any message center manufactured by Precision Solar Controls Inc., including prior models. It is set up to use Verizon Wireless, and can be adapted to other providers with minor programming alterations. This option is field upgradeable after the CPU has been sent in for reprogramming.

4532 – Mini Message Board

4430 – SMC-01 Upgrade

NTCIP

Provides NTCIP compatibility for the SMC 3000 Mini Message Board. All Message board functions are controlled via the customers NTCIP base station software and the NTCIP unit at the sign. The NTCIP controller can be switched off so that the sign can be programmed using the onboard CPU. The NTCIP controller and the CPU cannot communicate with each other. The sign can be programmed *either* by the CPU in "Local" mode, or by the base station in the "Remote" mode.

4342 – NTCIP Switch Box w/Controller Option

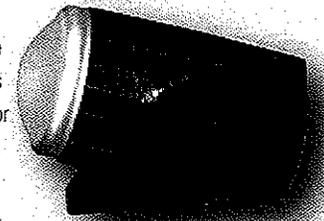
RADAR Options

All radar options perform the same basic function. The radar antenna is mounted on the unit and will monitor the speed of oncoming traffic. When the user programmable parameters are met by an approaching vehicle, it triggers a chosen message to display on the signboard. These options can be upgraded to existing units and include all necessary hardware to mount the antenna to the board, and do not require special software in the CPU. The Mini Message boards must be taken to a certified repair facility for this option.

4960 – Radar option – SMC-1000 Message Board

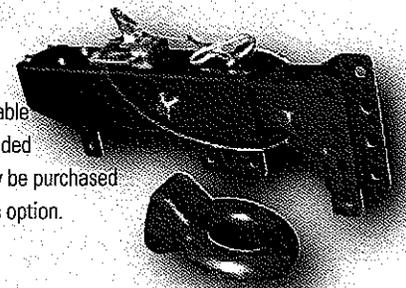
4631 – Radar option – SMC-2000 Message Board

4653 – Radar option – SMC-3000 Mini Message Board



Pintle (Lunette) Hitch

This option replaces the 2" ball coupler with an adjustable 3" pintle ring hitch. As an added option, a 2" ball coupler may be purchased separately in addition to this option.



Extra Battery

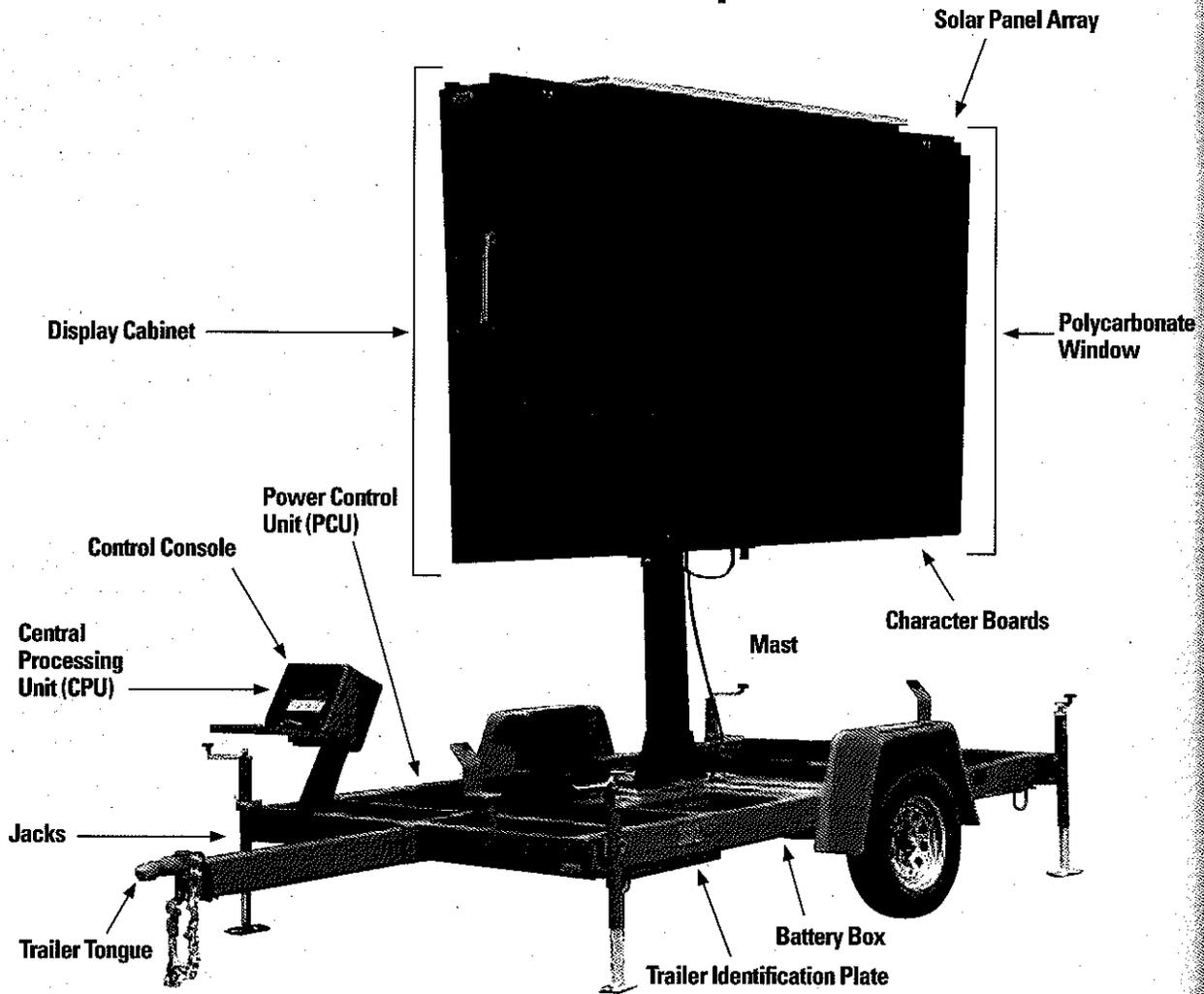
This can be added to the SMC-1000.

3742 – Optional extra battery



ROAD
CLOSED
AHEAD

SMC Modular Components



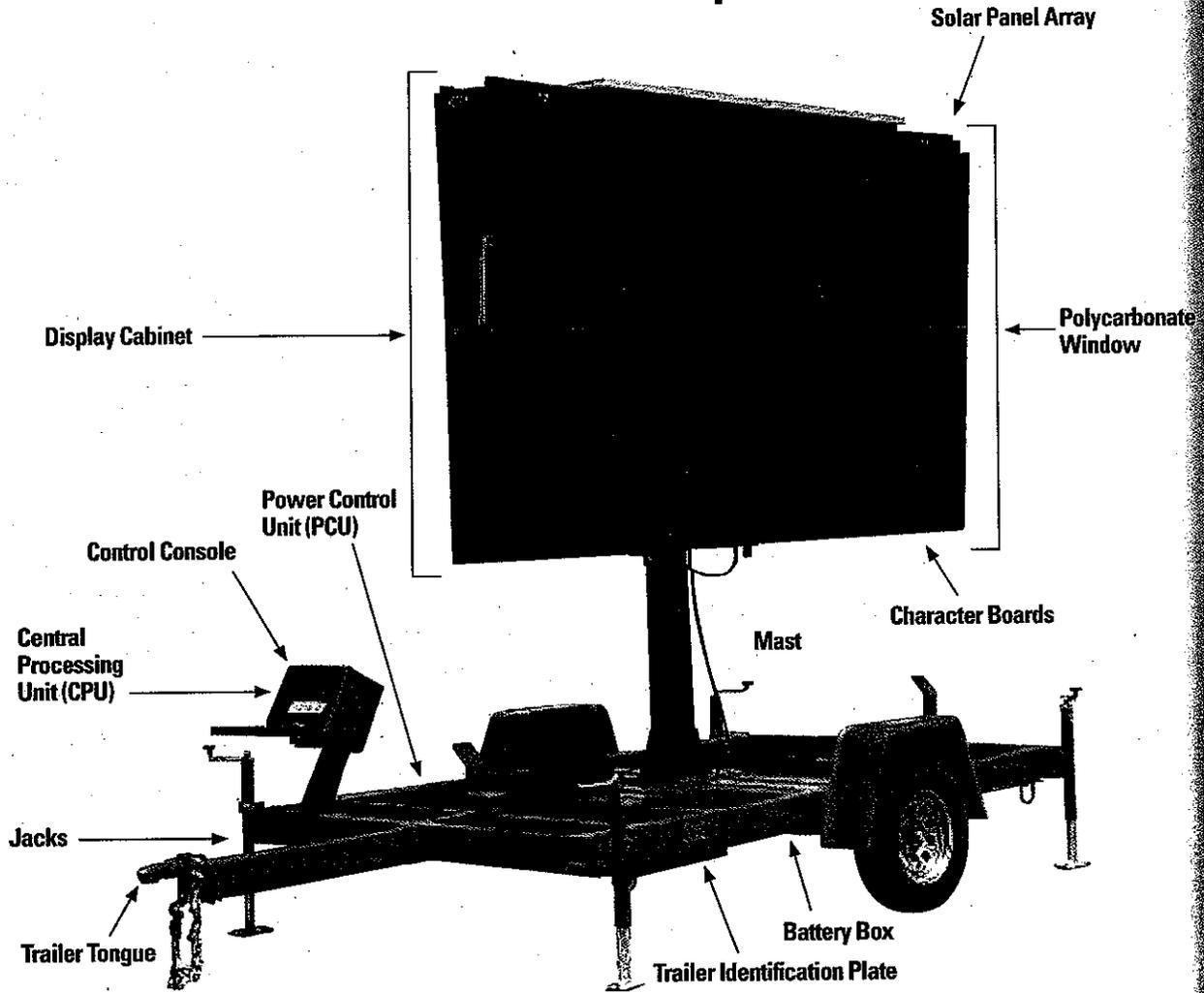
For replacement parts, call PSC Customer Service at 800-686-7414. For faster service, have trailer serial number and component number available.



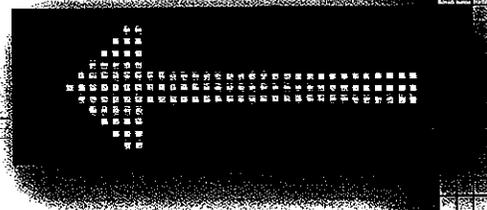


ROAD
CLOSED
AHEAD

SMC Modular Components



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RFQ No. 7011EC20

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Work Area Protection Corporation

Authorized Signature: *Michael P. Lohman* Date: 4/7/11

State of Illinois

County of Kane, to-wit:

Taken, subscribed, and sworn to before me this 7th day of April, 2011.

My Commission expires 05/25/11, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *Valerie C. Hitz*

