



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  
**HSE01126**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		578-37	\$53,420.45	\$5,342,045.00
<p>FLOOD CONTROL DEVICES AND EQUIPMENT</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR FLOOD CONTROL DEVICES AND EQUIPMENT PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:            WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 03/30/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p>						

2011 APR 12 AM 10:08

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 530-273-2080	DATE 4-11-11
TITLE Sales Manager	FEIN 194786077	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](http://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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**2**

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

RFQ COPY  
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VENDOR

SHIP TO

HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0360 304-558-5380

DATE PRINTED <b>03/24/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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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
<p><b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE ON 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 30 DAYS WRITTEN NOTICE.</p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL:</b> 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><b>CANCELLATION:</b> 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE <b>530-273-2080</b>	DATE <b>4-11-11</b>	
TITLE <b>Sales Manager</b>	FEIN <b>194786077</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2011				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 530-273-2080	DATE 4-11-11
TITLE Sales Manager	FEIN 194786077	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED <b>03/24/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/12/2011** BID OPENING TIME **01:30PM**

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<p>LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 4</p> <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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE <b>530-273-2080</b>	DATE <b>4-11-11</b>	
TITLE <b>Sales Manager</b>	FEIN <b>194786077</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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PROBID

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<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:-----TL/32-----</b></p> <p><b>RFQ. NO.:-----HSE01126-----</b></p> <p><b>BID OPENING DATE:-----04/12/2011-----</b></p> <p><b>BID OPENING TIME:-----1:30 PM-----</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</b></p> <p><b>----- (530)273-2089 -----</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tom Opler</i>	TELEPHONE 530-273-2080	DATE 4-11-11
TITLE Sales Manager	FEIN 194786077	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Tom Ogden, Sales Manager						
***** THIS IS THE END OF RFQ HSE01126 ***** TOTAL:						\$5,342,045.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tom Ogden</i>	TELEPHONE 530-273-2080	DATE 4-11-11
TITLE Sales Manager	FEIN 194786077	ADDRESS CHANGES TO BE NOTED ABOVE

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HSE01126 - Flood Control System

Bid Form

Item #	Description	Model	Quantity	Unit Price	Extended Price
	Manufacturer High Sierra, or equal			\$	\$
1	Package Weather Station, Model No. 3451, or equal	HSE Model 3451-00	100	\$ 6779.60	\$677,960.00
2	Packaged Rain Gage Station, Model No. 3424, or equal	HSE Model 3424-00	100	\$ 4182.25	\$418,225.00
3	ALERT/FLOWS Data Decoder, Model No. 1000-03, or equal	HSE Model 1000-03	100	\$ 723.30	\$ 72,330.00
4	ALERT/FLOWS Data Decoder, Model No. 1001, or equal	HSE Model 1001-00	100	\$ 815.50	\$ 81,550.00
5	Rain Gage Top Section, Model No. 2400-15, or equal	HSE Model 2400-15	100	\$ 586.00	\$ 58,600.00
6	ALERT/FLOWS Data Transmitter, Model No. 3206-08, or equal	HSE Model 3206-08	100	\$ 2138.75	\$213,875.00
7	ALERT/FLOWS Serial Data Transmitter, Model No. 3210-04, or equal	HSE Model 3210-04	100	\$ 941.25	\$ 94,125.00
8	Store and Forward repeater, Model No. 3300-00, or equal	HSE Model 3300-00	100	\$ 2239.75	\$223,975.00
9	Sensor Input Option, Model No. 3300-01, or equal	HSE Model 3300-01	100	\$ 2714.75	\$271,475.00
10	DB9 Pigtail cable, Model No. 3300-13, or equal	HSE Model 3300-13	100	\$ 50.75	\$ 5,075.00
11	Store and Forward repeater (Duplex), Model No. 3300-20, or equal	HSE Model 3300-20	100	\$ 2980.00	\$298,000.00
12	ALERT Controller, Model No. 3350-01, or equal * 3350-05	HSE Model 3350-05	100	\$ 1170.75	\$117,075.00
13	Telemetry Transceiver Programming Kit, Model No. 3701-15, or equal	HSE Model 3701-05	100	\$ 253.10	\$ 25,310.00
14	VHF Power Amplifier, Model No. 3801, or equal	HSE Model 3801-00	100	\$ 270.25	\$ 27,025.00
15	Output converter, Model No. 4004-00, or equal	HSE Model 4004-00	100	\$ 102.00	\$ 10,200.00
16	Base Station Receiver, Model No. 4500-02, or equal	HSE Model 4502-02	100	\$ 770.00	\$ 77,000.00
17	Protect Solar Panel Voltage Regulator Module, Model No. 5310-00, or equal	HSE Model 5310-00	100	\$ 37.40	\$ 3,740.00
18	Wind Monitor, Model No. 5712, or equal	HSE Model 5712-00	100	\$ 909.65	\$ 90,965.00
19	Temperature Sensor, Model No. 5720-09, or equal	HSE Model 5720-09	100	\$ 239.80	\$ 23,980.00
20	Temperature/Relative Humidity Sensor w/cable, Model No. 5723-01, or equal * 5723-01	HSE Model 5721-01	100	\$ 724.30	\$ 72,430.00
21	Temperature/Relative Humidity Sensor, Model No. 5723-01, or equal	HSE Model 5723-01	100	\$ 543.80	\$ 54,380.00
22	Radar Water Level Sensor, Model No. 6750-01, or equal * 6750-00	HSE Model 6750-00	100	\$ 3122.00	\$ 312,200.00
23	Mounting Enclosure, Model No. 6751-01, or equal	HSE Model 6751-01	100	\$ 670.25	\$ 67,025.00
24	SE Omni-Directional Antenna, Model No. 7110-00, or equal	HSE Model 7110-00	100	\$ 80.25	\$ 8,025.00
25	Antenna Lightning Protector, Model No. 7200-00, or equal * 7200-00	HSE Model 7200-00	100	\$ 97.25	\$ 9,725.00
26	Stainless Funnel for Model 2400 Rain Gage, Model No. 7200-01, or equal * 2400-06	HSE Model 2400-06	100	\$ 156.25	\$ 15,625.00

\* OPTION: Model 3306-00 \$2,400.00/ea.



Manufacturer Daniels Electronics Ltd.								
27	Receiver, Model No. UR-4E420-00-000, or equal	UR-4E420-00-000	100	\$ 2315.50	\$ 231,550.00			
28	Transmitter, Model No. UR-4E45-00-800, or equal	UR-4E450-000-800	100	\$ 1875.50	\$ 187,550.00			
29	Receiver, Model No. VR-4E150-00-00, or equal	VR-4E150-00-00	100	\$ 2013.00	\$ 201,300.00			
30	Transmitter, Model No. VT-4E150-00-800, or equal	VT-4E150-00-800	100	\$ 1875.00	\$ 187,550.00			
31	Multiple Receiver Subrack, Model No. SR-39-3, or equal	SR-39-3	100	\$ 951.50	\$ 95,150.00			
32	Audio Monitor, Model No. SM-3-HO-014-00, or equal	SM-3-HO-014-00	100	\$ 814.00	\$ 81,400.00			
33	Power Supply, Model No. PSA-12-40-RB-00, or equal	PSA-12-40-RB-00	100	\$ 1622.00	\$ 162,200.00			
34	Manual, Model No. IM10-VR3H040, or equal	IM10-VR3H040	100	\$ 43.00	\$ 4,300.00			
35	Manual, Model No. IM20-VG3H040, or equal	IM20-VG3H040	100	\$ 43.00	\$ 4,300.00			
36	Manual, Model No. IM35-MB84RX, or equal	IM35-MB84RX	100	\$ 43.00	\$ 4,300.00			
Manufacturer Water Log Series Environmental Products								
37	Pressure Measurement, Model No. H35OXL/H355, or equal	HSE Model 6654-00	100	\$ 5230.00	\$ 523,000.00			
38	Instrument Mounting Panel, Model No. H250 BRD, or equal	DAA H250-8RD	100	\$ 315.00	\$ 31,500.00			
39	Large Desiccating Air Dryer, Model No. H35EDES2, or equal	DAA H355-DES-2	100	\$ 355.00	\$ 35,500.00			
40	Orifice Outlet Kit, Model No. H253, or equal	DAA H-253	100	\$ 166.00	\$ 16,600.00			
41	Alert Serial Interface, Model No. H-264, or equal	DAA H-264	100	\$ 1160.00	\$ 116,000.00			
Manufacturer National Solar Supply, or equal								
42	5 Watt Solar Module, Model No. BSP-512, or equal	BSP-512	100	\$ 49.00	\$ 4,900.00			
43	10 Watt Solar Module, Model No. BSP-1012, or equal	BSP-1012	100	\$ 77.00	\$ 7,700.00			
44	20 Watt Solar Module, Model No. BSP-2012, or equal	BSP-2012	100	\$ 129.00	\$ 12,900.00			
45	30 Watt Solar Module, Model No. BSP-3012, or equal	BSP-3012	100	\$ 181.00	\$ 18,100.00			
46	40 Watt Solar Module, Model No. BSP-4012, or equal	BSP-4012	100	\$ 216.00	\$ 21,600.00			
47	50 Watt Solar Module, Model No. BP-350U, or equal	HSE Model 5308-00	100	\$ 306.50	\$ 30,650.00			
48	65 Watt Solar Module, Model No. BP-365U, or equal	BSP-365U	100	\$ 341.00	\$ 34,100.00			
Failure to use this information may result in disqualification.								
Bidder/ Vendor Information:								
Name: High Sierra Electronics Inc.								
Address: 155 Spring Hill Dr., Suite 106								
Grass Valley, CA 95945								
Phone#: (530)273-2080 / 800-275-2080								
Email Address: sales@highsierraelectronics.com								
GRAND TOTAL:				\$ 5,342,045.00				

RFQ No. HSE 01126

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 owed 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: High Speed Electronics, Inc.

Authorized Signature: [Signature] Date: 4-11-11

State of California

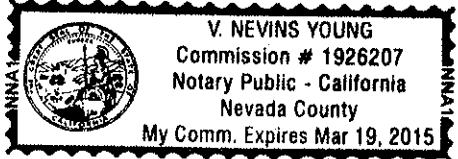
County of Nevada, to-wit:

Taken, subscribed, and sworn to before me this 11<sup>th</sup> day of April, 2011.

My Commission expires 03/19/11 2015.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]

# State of West Virginia VENDOR PREFERENCE CERTIFICATE


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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: High Sierra Electronics, Inc. Signed: 

Date: 4-11-11 Title: Sales Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

\*Not Applicable\*



HIGH SIERRA ELECTRONICS  
*environmental monitoring solutions*

155 Springhill Drive, Suite 106  
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Fax: 530.273.2089  
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ISO 9001:2000

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281-996-3335



## PROJECTS & SYSTEMS

2011 – **Calcasieu Parish Police Jury, LA.** HSE was awarded a contract in Mar 2011 to supply equipment for the expansion of their flood warning system. The project consists of 30 water level monitoring stations utilizing the new Model 3306 ALERT/IFLOWS Data Transmitter.

Amount: 155K approx.  
Contact: Jon Gwatney, 337-721-3763

2010 – **Carlton Engineering, CA.** HSE was awarded a contract in Jan 2010 to supply equipment for the City of Sparks, NV. The project consists of 6 rain-only stations, and 2 rain and water level monitoring stations at detention ponds. This represents an expansion of the Reno Flood Warning System originally coordinated in 2000 by the U.S.A.C.O.E. Sacramento District, CA.

Amount: 41K approx.  
Contact: Dave Curtis, 916-769-5676

2010 – **City of Oceanport, NJ.** HSE was awarded a contract from Jonach Electronics to supply equipment for the installation of 5 tide monitoring sites using radar level sensors, 3 of which are equipped as full weather stations.

Amount: 37K approx.  
Contact: Jay Jonach, 973-428-9440

2010 – **County of Floyd, IA.** HSE was awarded a contract in Jan 2010 to help design and install a flood warning network. The system consists of 3 rain and stream monitoring stations and a base station.

Amount: 32K approx.  
Contact: Jeff Sherman, (563) 419-2553





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**2009 – City of Friendswood, TX.** HSE was awarded a contract in Sept 2009 for a packaged weather station with a base station and full installation services.

Amount: 14K approx.  
Contact: Lew Fincher, 281-996-3335

**2009 – Florida Traffic Control Devices, TX.** HSE was awarded a subcontract in Sept 2009 for a TxDOT project involving the restoration of a damaged Advance Warning Station at Beltway 8 @ I10. HSE supplied equipment and provided installation services.

Amount: 49K approx.  
Contact: Paul McCracken, 281-992-3030

**2009 – USDA Forest Service – SW Region, NM.** HSE was awarded a contract in Aug 2009 to supply 3 weather stations for deployment in the Coconino National Forest in Arizona.

Amount: 21K approx.  
Contact: Tessa Nicolet, 928-474-7978

**2009 – County of Mohave, AZ.** In Aug 2009 HSE supplied 7 packaged rain gauge stations to expand the County's existing flood warning network.

Amount: 34K approx.  
Contact: Fred Weyermiller, 928-757-0924



**2009 – County of Bexar, TX.** HSE was awarded a contract in July 2009 for implementation of Phases I & II - High Water Detection System. The system consists of 5 base stations, 12 stream gauging sites and 27 advance warning stations with flashing beacons to monitor conditions at low points on roadways throughout the county.

In November 2007 HSE was awarded a contract for an Advance Warning System consisting of 4 rain and stream gauging sites, which monitor conditions at 2 sites with flashing beacons.

Amount: 785K approx. (cumulative total)  
Contact: Art Villarreal, 210-335-0328

**2009 – City of San Antonio, TX.** HSE was awarded a contract in June 2009 for expansion of the City's High Water Detection System and Early Flood Warning System. The expansion consists of 10 stream gauging sites and 27 advance warning stations with flashing beacons to monitor conditions at low points on roadways throughout the city. The Restoration Phase involves equipment replacement at approx. 60 pre-existing (non-HSE) rain and stream gauge sites.

In 2004 HSE provided equipment to restore a (non-HSE) system to full operation, which included 20 stream gauging sites and 53 advance warning stations to monitor high water conditions at low points on roadways.

Amount: 1,190K approx. (cumulative total)  
Contact: Anthony Ortiz, 210-207-5608

**2009 – City of Kansas City, MO.** HSE was awarded a subcontract from Empire Electric Services in June 2009 for the expansion of the City's flood warning network. The expansion consists of 22 rain and stream monitoring sites and interface with 8 U.S.G.S. gauging houses.

Amount: 119K approx.  
Contact: James Walton, 816-513-0384



2009 – **City of Overland Park, KS.** HSE was awarded a subcontract in June 2009 by Capital Electric Line Builders, Inc. for a Mini-RWIS System for monitoring road surface conditions on a newly designed roadway. The system consists of a 1-rack unit RPU with a non-intrusive IceSight LT sensor and DEC Data Systems DataWise NTCIP Central Software.

Amount: 22K approx.

Contact: Mike Ross, City of Overland Park 913-895-6038

2009 – **County of Ventura, CA.** HSE was awarded a contract in June 2009 for Preventative Maintenance of the County's ALERT Flood Warning Network. Maintenance is for 25 rain and stream gauging sites.

Amount: 11K approx.

Contact: Ron Marotto, 805-654-2044

2009 – **County of Marin, CA.** HSE was awarded a contract in June 2009 for Preventative Maintenance of the County's ALERT Flood Warning Network. Maintenance is for 2 weather stations, and 5 rain and stream gauging sites.

Amount: 5K approx.

Contact: Bob Pascarella, 415-499-7028

2009 – **City/County of Denver, CO.** HSE was awarded a subcontract in May 2009 from DKS Enterprises, Inc. for a RWIS Station. The station is designed to monitor road pavement conditions.

Amount: 11K approx.

Contact: Pat Kennedy, City/County of Denver 720-865-6860



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**2009 – County of San Mateo, CA.** HSE was awarded a contract in April 2009 for restoration and expansion of the County's existing ALERT Flood Warning Network. The project also includes collecting and assimilating data from the City of Belmont's gauging site for posting on the County's Internet web site.

Amount: 33K approx.  
Contact: Brian Molver, 650-363-4448

**2009 – State of Iowa, Dept of Transportation.** HSE was awarded a contract in March 2009 for a mini-RWIS station. The station is designed to monitor road pavement conditions.

Amount: 2K approx.  
Contact: Mary Zimmerman, 515-239-1298

**2009 – County of Vernon, WI.** HSE was awarded a contract in January 2009 for an Advance Warning System for specific P.L.566 Flood Control Structures and watersheds. The system includes 5 rain gauge stations and monitors 9 dam sites for water level and precipitation.

Amount: 122K approx.  
Contact: Phil Hahn, 608-637-5483

**2009 – City of Grand Prairie, TX.** HSE was awarded a contract in January 2009 for a 16-site rain gauge network with 5 Advance Warning Systems for flooded roadway crossings. The system also includes 2 base stations.

Amount: 235K approx.  
Contact: Joe Sherwin, 972-237-8157

**2009 – Can-Traffic Services, Alberta, Canada.** HSE was awarded a contract in January 2009 for a RWIS Road Sensor Station. The system has a primary sensor to detect road surface temperature and conductivity and a second sensor for deep road temperature detection.

Amount: 9K approx.  
Contact: Dave Nickerson, 403-851-4972



**2008 – County of Harris, TX A&E Division.** HSE was awarded a contract in December 2008 for a Dual Sensor IP Master Gauging Station with remote RF links for monitoring the toll road underpass at Houston’s 610 Loop for roadway flooding. The system uses a spread spectrum radio for transmitting data to a 2070 Traffic Cabinet, which allows the County to preempt traffic warning signals.

Amount: 21K approx.  
Contact: Ron Johnson, 713-881-3185

**2008 - Grupo Elher, S.A. de C.V., Mexico.** HSE was awarded a contract in November 2008 for the design and installation of an Advance Warning System for flooded roadways. The system consists of 2 stream gauging sites and 4 advance warning stations with flashing beacons to monitor conditions at low points on roadways in Villahermosa, Mexico.

Amount: 66K approx.  
Contact: Francisco Elizarraras, 11-52-5553960651

**2008 – NOAA/NWS Seattle > Hawaii ALERT Network.** HSE was awarded a contract in September 2008 for a 19-site Rain Gauge Network on three of the Hawaiian Islands. The system includes 6 Repeater Stations equipped with Ethernet connection to the State microwave network. The contract also provided for on-site path analysis for Phase II and III system expansion.

Amount: 209K approx.  
Contact: Kevin Kodama, 808-973-5276

**2008 – County of Monterey, CA.** HSE was awarded a subcontract in August 2008 from OneRain, Inc. for the County’s Wildfire Rehabilitation Project following the Indians Fire and Complex Basin Fire in June 2008. HSE supplied all equipment and assisted with damage assessment and repairs at 10 ALERT Flood Warning sites.

Amount: 52K approx.  
Contact: Howard Franklin, County of Monterey 831-755-4860



2008/2009 – **County of Fairfax, VA.** HSE was originally awarded a contract by Hagemeyer NA in May 2008 for a 10-site ALERT monitoring network to support Fairfax County’s “Response, Monitoring and Signalization System”. The system monitors rainfall and water level at P.L. 566 Flood Control Structures.

Phase II of the project was awarded to HSE in February 2009. Phase II monitors 10 additional dam sites for water level and precipitation.

Amount: 266K approx. (cumulative total)

Contact: Don Lacquement, County of Fairfax 703-934-2800

2008 – **J.E. Fuller Hydrology, AZ.** In March 2008 HSE supplied equipment for the System Restoration and Upgrade of the Greenlee County, AZ Flood Warning Network. The project involved the replacement of 11 ALERT Data Transmitters, 4 Repeaters, 7 Rain Gauges, and the addition of 1 new Rain and Stream Gauge Station.

Amount: 60K approx.

Contact: Brian Iserman, 480-222-5713

2007 – **J.E. Fuller Hydrology, AZ.** In December 2007 HSE supplied rain and stream gauge stations for 9 Arizona Game & Fish Department P.L. 566 Flood Control Structures and reservoir sites.

Amount: 70K approx.

Contact: Brian Iserman, 480-222-5713

2007 – **County of Washington, PA.** HSE was awarded a contract in October 2007 for a 22-site ALERT/IFLOWS Flood Warning Network, which includes 2 Repeater Stations.

Amount: 188K approx.

Contact: Hugh White, 724-228-6911



**2007 – County of Stanislaus, CA.** HSE was awarded a contract in October 2007 for a Traffic Safety Warning System. The system consists of 1 stream gauge and 3 advance warning systems with flashing beacons and automatic, solar-powered barrier gates.

Amount: 100K approx.

Contact: Darren Teeples, 209-988-4592

**2007 – City of Colleyville, TX.** HSE was awarded a contract in October 2007 to design and install a Flood Warning Network. The system consists of a Repeater Station, 6 stream gauging sites and 12 advance warning stations with flashing beacons and video cameras to monitor conditions at low points on roadways throughout the city.

Amount: 250K approx.

Contact: Jimmy Brock, 817-540-0609

**2007 – Archer Western Contractors, TX.** HSE was awarded a subcontract in September 2007 for a TxDOT project in Lubbock, TX. The system incorporates HSE's Advance Warning System with flashing beacons to monitor water levels at 3 storm-water pumping stations.

Amount: 100K approx.

Contact: Jeff Polak, 817-695-4218

**2006 – County of Hidalgo, TX.** HSE was awarded a contract in June 2006 to design and install a Flood Warning Network. The system consists of 13 rain and stream monitoring stations. In 2007 HSE installed 6 additional sites to expand the network.

Amount: 110K approx. (cumulative total)

Contact: Asael Pecina, 956-292-7080



**2005 – 3 Rivers Wet Weather Project, PA.** HSE was awarded a contract in October 2005 to supply equipment for upgrading an existing dial-up system to an ALERT/IFLOWS radio-based system. Funding was secured from a NOAA/NWS grant with help from HSE.

Amount: 99K approx.

Contact: John Schombert, 412-578-7962

**2004 – Trans Tech Electric, TX.** HSE was awarded a subcontract in July 2004 for a TxDOT project in Val Verde County, TX. The system consists of 5 stream gauging sites and 19 advance warning stations with flashing beacons to monitor conditions at low points on roadways in the city of Del Rio, TX.

Amount: 334K approx.

Contact: Bobby Rodriquez, City of Del Rio 830-703-1437

**2003/Present – City of Fort Worth, TX.** HSE has been awarded a series of contracts since September 2003 to supply and install a flood warning network to support their Central City Project. The system consists of more than 20 stream gauging sites and 18 advance warning stations with flashing beacons to monitor conditions at low points on roadways throughout the city. In 2005 precipitation and wind sensors were added at strategic locations. The City anticipates adding 30 more stream gauging sites and 90 advance warning stations in 2010.

Amount: 650K approx. (cumulative total)

Contact: Fordham McElroy, 817-392-6329

**2003/Present – County of Mohave, AZ.** HSE has been awarded a series of contracts since May 2003 to supply ALERT flood warning equipment consisting primarily of weather, and rain and stream monitoring stations.

Amount: 320K approx. (cumulative total)

Contact: Fred Weyermiller, 928-757-0924





**2002/2003 – U.S.A.C.O.E. Baltimore District, MD.** HSE was awarded a contract in August 2002 to supply and install ALERT/IFLOWS equipment for the Lycoming County Forecast Flood Warning System. The system consists of 25 rain and stream monitoring sites and 3 Repeater stations.

Amount: 264K approx.

Contact: Richard Knecht, Lycoming County 570-329-4724

**2002/Present – City of Roseville, CA.** HSE was awarded a contract in July 2002 for 4 ALERT Flood Warning stations. Since 2003 HSE has conducted preventative maintenance for all 30 of the City's rain and stream gauging sites. In 2007 HSE completed a project to bring all sites into compliance with narrowband requirements.

Amount: 108K approx. (cumulative total)

Contact: Rob Nelson, 916-774-5794

**2002 – U.S.A.C.O.E. Louisville District, KY.** HSE was awarded a contract in January 2002 to supply and install ALERT/IFLOWS equipment for the Licking River Basin Project. The system consists of 7 rain and stream monitoring sites and the upgrade of 3 mountain-top warning system receivers.

Amount: 76K approx.

Contact: Bob Stephens, State of Kentucky 502-607-1617

**2001/Present – State of West Virginia.** HSE has been awarded a series of contracts since January 2001 to supply ALERT/IFLOWS flood warning equipment consisting primarily of rain and stream monitoring stations. In 2004 HSE supplied 100 packaged weather stations.

Amount: 620K approx. (cumulative total)

Contact: Bill Wood, 304-965-3172 (formerly George Settles)



2001/Present – **SouthWest Water Company, TX** (formerly ECO Resources). HSE has supplied rain and stream monitoring stations and provided maintenance services since September 2001. The flood warning network managed by SouthWest Water continues to expand each year as 1-2 sites are added annually.

Amount: 121K approx. (cumulative total)  
Contact: Carrie Boesenberg, 281-275-1748

2001 – **U.S.A.C.O.E. Los Angeles District, CA.** HSE was awarded a contract in August 2001 to supply and install the Arizona Statewide Flood Warning System. The system consists of a combination of 83 rain, snow and stream monitoring sites, weather stations, and Repeater stations.

Amount: 555K approx.  
Contact: Brian Cosson, State of Arizona DWR 602-771-8657

2001/Present – **City of Sugar Land, TX.** HSE has been awarded a series of contracts since March 2001 to supply ALERT flood warning equipment consisting primarily of rain and stream monitoring stations. The City continues to expand the system by adding 1-2 sites annually. HSE also conducts preventative maintenance for the network.

Amount: 60K approx. (cumulative total)  
Contact: Shashi Kumar, 281-275-2275

2000 – **State of Connecticut.** HSE was awarded a contract in October 2000 for the Norwalk River Basin Automated Flood Warning System, which comprises 2 watersheds.

Amount: 100K approx.  
Contact: Gary Lamb, 860-424-3876



**2000 – U.S.A.C.O.E. Sacramento District, CA.** HSE was awarded a contract in September 2000 to supply and install the Reno Flood Warning System. The project was coordinated through the U.S.G.S., local NWS, and the County of Washoe, NV. The system consists of 20 rain and stream monitoring stations.

Amount: 200K approx.

Contact: Ed Evans, County of Washoe 775-954-4636

**2000/Present – TxDOT Houston District, TX.** HSE has been awarded a series of contracts since July 2000 to supply road weather monitoring stations. The initial project consisted of 33 sites for monitoring weather, road icing conditions, and advance warning stations with flashing beacons to monitor conditions at low water points on roadways in the Houston area. Additional stations were added in 2003 and in 2007 increasing the total number to 45 sites.

Amount: 410K approx. (cumulative total)

Contact: John Gaynor, 713-881-3060

**1996 – U.S.A.C.O.E. Fort Worth District, TX.** HSE was awarded a contract in July 1996 to supply and install a flood warning system for the City of Lancaster, TX. The system consists of 8 rain and stream monitoring stations.

Amount: 80K approx.

Contact: Ladis Barr, City of Lancaster 972-227-6051

**1995/Present – County of Steuben, NY.** HSE has been awarded a series of contracts since October 1995 to supply ALERT/IFLOWS flood warning equipment consisting primarily of weather, and rain and stream monitoring stations.

Amount: 275K approx. (cumulative total)

Contact: Mike Sprague, 607-664-2700



1995/Present – **Distinctive Designs, NC.** Since October 1995 HSE has subcontracted flood warning equipment and supplies for installations primarily in the eastern portion of the U.S. Projects range from a custom 5-site rain gauge station to a network of 3 Repeaters and 19 rain and stream monitoring stations for South Central Connecticut Regional Water Authority.

Amount: 130K approx (cumulative total)

Contact: David Haynes, 828-683-1566

1995 – **U.S.A.C.O.E. Nashville District, TN.** HSE was awarded a contract in May 1995 to supply and install a flood warning system in Harlan County, KY. The system consists of 3 rain and stream monitoring sites and 1 Repeater station.

Amount: 40K approx.

Contact: Bob Stephens, State of Kentucky 502-607-1617

1995 – **U.S.A.C.O.E. St. Paul District, MN.** HSE was awarded a contract in May 1995 to supply and install a flood warning system on the Sauris River near Minot, ND. The system consists of 14 rain and stream monitoring stations.

Amount: 200K approx.

Contact: Nan Bischoff, U.S.A.C.O.E. 651-290-5426

1994/Present – **Commonwealth of Kentucky.** HSE was awarded a contract in February 1995 to supply and install a rain gauge network. The system consists of 150 rain gauge sites. The State continues to expand and update the system.

Amount: 450K approx.

Contact: Bob Stephens, 502-607-1617



1994 – **U.S.A.C.O.E. Omaha District, NE.** HSE was awarded a contract in April 1994 to supply and install a flood warning system in the Pappillon Creek Watershed near Omaha, NE. The system consists of 23 rain and stream monitoring stations.

Amount: 200K approx.

Contact: Mark Nelson, U.S.A.C.O.E. 402-221-3109

### ADDITIONAL/NOTABLE PROJECTS

#### County of Harris, TX

Contact: Rene Mireles, 713-316-3608

Amount: 575K approx. (cumulative)

#### Pennsylvania Emergency Management Agency, PA

Contact: Joe Miller, 717-651-2110

Amount: 601K approx. (cumulative)

#### City of Overland Park, KS

Contact: Dan Miller, 913-895-6032

Amount: 300K approx. (cumulative)

#### Santa Clara Valley Water District, CA

Contact: Ken Stumpf, 408-265-2607

Amount: 200K approx. (cumulative)

#### County of Navajo, AZ

Contact: Trent Larson, 928-524-4387

Amount: 15K approx. (cumulative)

#### State of Virginia, VA

Contact: Mark Slauter, 804-674-2405

Amount: 120K approx. (cumulative)

#### Commonwealth of Puerto Rico

Contact: Andres Rodriguez, 787-724-0124

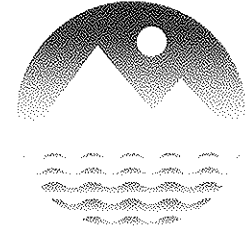
Amount: 320K approx. (cumulative)

#### County of Johnson, KS

Contact: Ken Lage, 913-715-8333

Amount: 170K approx. (cumulative)

# OUR WARRANTY



PHONE: (800) 275-2080

HIGH SIERRA ELECTRONICS

FAX: (530) 273-2089

High Sierra Electronics warrants that the equipment it manufactures is free from defects in materials and workmanship.

If equipment fails because of such defects and High Sierra Electronics (HSE) is notified of the failure within three (3) years from the date of shipment, the following shall apply. Purchaser obtains a Return Materials Authorization (RMA) from HSE and returns the equipment to the HSE factory for diagnosis. HSE will correct any such failure by, at its sole discretion, either repairing any defective or damaged equipment, providing a replacement in exchange for the defective product, or by providing any necessary replacement part(s) required to restore it to its normal operation, and will return it to Purchaser.

This warranty shall be void in its entirety if equipment is damaged by Acts of God, power surge, misuse, abuse, negligence, modification without prior approval, accident, wear and tear, mishandling, misapplication, intrusion of or exposure to liquids, or other causes unrelated to defective materials or workmanship. Any equipment repaired or replaced by HSE shall be covered by this warranty for the longer period of ninety (90) days from date of repair or the remainder of the original three (3) year warranty.

Equipment that fails under conditions other than those covered above will be repaired at the Buyer's expense at the price of parts and labor in effect at the time of repair. Such repairs are warranted for a period of ninety (90) days from the date of reshipment to the Buyer. Replacement or spare components are also warranted for a period of ninety (90) days from the date of shipment.

High Sierra Electronics warrants that the installation material and the quality of installation is free from defects in materials and workmanship and is warranted for one (1) year.

Equipment supplied by HSE and manufactured by others carries the respective manufacturer's warranty. HSE assumes no warranty obligation either expressed or implied for equipment manufactured by others and supplied by HSE. Other manufacturer's equipment supplied by HSE can be serviced through HSE.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

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