



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 |
| 7012EC05   |

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|------|
| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| PAUL REYNOLDS<br>304-558-0468           |

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

West Virginia Tractor Company  
 P.O. Box 473  
 Charleston, WV 25322

SHIP TO

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

|                              |                              |                          |                      |                          |
|------------------------------|------------------------------|--------------------------|----------------------|--------------------------|
| DATE PRINTED<br>10/28/2011   | TERMS OF SALE<br>Net 30 Days | SHIP VIA<br>Truck        | F.O.B.<br>Buckhannon | FREIGHT TERMS<br>Prepaid |
| BID OPENING DATE: 11/22/2011 |                              | BID OPENING TIME 01:30PM |                      |                          |

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001   |          | EA  |          | 290-82      |            |        |
| <p>FULL MATRIX TRAILER MOUNTED SOLAR POWERED MSG BOARD</p> <p>REQUEST FOR QUOTATION</p> <p>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 FULL MATRIX TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS</p> <p>MANDATORY PRE-BID<br/>           A MANDATORY PRE-BID WILL BE HELD ON 11/09/11 AT 10:30AM 2019 WASHINGTON ST EAST, CHARLESTON, WV 25311. ALL</p> |          |     |          |             |            |        |



|   |                       |                                   |  |
|---|-----------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                       |                                   |  |
| SIGNATURE<br><i>Gayle Brady</i>           | TELEPHONE<br>346-5301 | DATE<br>11/22/11                  |  |
| TITLE<br>President                        | FEIN<br>550621635     | 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).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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RFO NUMBER  
 7012EC05

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

|                            |               |          |        |               |
|----------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br>10/28/2011 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|----------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| <p>INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. 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 3</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</p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 PAUL REYNOLDS  
 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

|                            |               |          |        |               |
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| DATE PRINTED<br>10/28/2011 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| <p>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>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.</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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <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 SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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VENDOR

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| <p>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>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</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-0468

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VENDOR

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| <p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         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: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012EC05</p> <p>BID OPENING DATE: 11/22/2011</p> <p>BID OPENING TIME: 01:30 P.M.</p> |          |     |          |             |            |        |

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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br>TO CONTACT YOU REGARDING YOUR BID:<br>346-5305<br>-----<br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>Gary Grady<br>-----<br>***** THIS IS THE END OF RFQ 7012EC05 ***** TOTAL: _____ |          |     |          |             |            |        |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| PAUL REYNOLDS<br>304-558-0468           |

\*709051756 304-346-5301

WV TRACTOR COMPANY  
 PO BOX 473

CHARLESTON WV 25322

VENDOR

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

SHIP TO

|                            |                              |                   |                      |                          |
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| DATE PRINTED<br>11/22/2011 | TERMS OF SALE<br>Net 30 Days | SHIP VIA<br>Truck | F.O.B.<br>Buckhannon | FREIGHT TERMS<br>Prepaid |
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BID OPENING DATE: 12/07/2011 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 1                                      |          |     |          |             |            |        |
| BID OPENING DATE CHANGED                            |          |     |          |             |            |        |
| FROM: 11/22/11 @1:30 P.M.                           |          |     |          |             |            |        |
| TO: 12/07/11 @1:30 P.M.                             |          |     |          |             |            |        |
| NO OTHER CHANGES                                    |          |     |          |             |            |        |
| 0001  |          | EA  |          | 290-82      |            |        |
| FULL MATRIX TRAILER MOUNTED SOLAR POWERED MSG BOARD |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ 7012EC05 ***** TOTAL:  |          |     |          |             |            |        |

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|                                   |                       |                                   |
|-----------------------------------|-----------------------|-----------------------------------|
| SIGNATURE<br><i>Gayle W. Gray</i> | TELEPHONE<br>346-5301 | DATE<br>12-7-11                   |
| TITLE<br>President                | FEIN<br>550621655     | ADDRESS CHANGES TO BE NOTED ABOVE |

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| ADDENDUM NO. 2                                      |          |     |          |             |            |        |
| BID OPENING DATE CHANGED                            |          |     |          |             |            |        |
| FROM: 12/07/11 @1:30 P.M.                           |          |     |          |             |            |        |
| TO: 12/21/11 @1:30 P.M.                             |          |     |          |             |            |        |
| NO OTHER CHANGES                                    |          |     |          |             |            |        |
| 0001  |          | EA  |          | 290-82      |            |        |
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|-------------------|-----------|-----------------------------------|
| SIGNATURE         | TELEPHONE | DATE                              |
| <i>Ray W Gray</i> | 346-5301  | 12-7-11                           |
| TITLE             | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |
| President         | 550621655 |                                   |

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



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 |
| 7012EC05   |

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

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| PAUL REYNOLDS                           |
| 304-558-0468                            |

\*709051756                      304-346-5301

VENDOR

WV TRACTOR COMPANY  
 PO BOX 473

CHARLESTON WV 25322

SHIP TO

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

|                              |                              |                          |                      |                          |
|------------------------------|------------------------------|--------------------------|----------------------|--------------------------|
| DATE PRINTED<br>12/21/2011   | TERMS OF SALE<br>Net 30 Days | SHIP VIA<br>Truck        | F.O.B.<br>Buckhannon | FREIGHT TERMS<br>Prepaid |
| BID OPENING DATE: 12/28/2011 |                              | BID OPENING TIME 01:30PM |                      |                          |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER   | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
|      |          |     |          | ADDENDUM NO. 3                                      |            |        |
|      |          |     |          | BID OPENING DATE CHANGED                            |            |        |
|      |          |     |          | FROM: 12/21/2011 @1:30 P.M.                         |            |        |
|      |          |     |          | TO: 12/28/2011 @1:30 P.M.                           |            |        |
|      |          |     |          | NO OTHER CHANGES                                    |            |        |
| 0001 |          | EA  | 290-82   | FULL MATRIX TRAILER MOUNTED SOLAR POWERED MSG BOARD |            |        |
|      |          |     |          | ***** THIS IS THE END OF RFQ 7012EC05 ***** TOTAL:  |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                   |                       |                                   |
|-----------------------------------|-----------------------|-----------------------------------|
| SIGNATURE<br><i>Paul Reynolds</i> | TELEPHONE<br>346-5301 | DATE<br>12-28-11                  |
| TITLE<br>President                | FEIN<br>550621655     | 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

BIDDER'S EVALUATION REPORT

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

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.: 7012EC05

Bidder's Name: West Virginia Tractor Company

Address: P.O. Box 473 Charleston, WV 25322

Telephone Number: 304-346-5301

Years Bidder has been registered to do business with the State of West Virginia: 29 YRS.

Years Company has been an authorized dealer for proposed unit: -1 YRS.

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

X4.2 DELIVERY:

X4.2.1 Delivery date of completed representative unit: 30 Calendar Days After  
Receipt of Purchase Agreement

X4.2.2 Delivery date of balance of completed units: 90 Calendar Days After Receipt of  
Purchase Agreement

X5.0 AWARD CRITERIA;

X5.1 Price per unit: \_\$16,990.00\_\_per unit

X6.0 SPECIFICATIONS - GENERAL

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

\_SolarTechnology, Inc. SolarTech Silent Messenger MB-1548 2011 or later as ordered\_\_  
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: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

#### PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

| FILTERS        | MAKE  | PART NO. | LUBRICANT      | MANUFACTURER TYPE |
|----------------|-------|----------|----------------|-------------------|
| OIL            | _____ | _____    | ENGINE         | _____             |
| AIR INNER      | _____ | _____    | TRANSMISSION   | _____             |
| AIR OUTER      | _____ | _____    | POWER STEERING | _____             |
| FUEL PRIMARY   | _____ | _____    | HYDRAULIC      | _____             |
| FUEL SECONDARY | _____ | _____    | DIFFERENTIALS  | _____             |
| COOLANT        | _____ | _____    | BRAKE FLUID    | _____             |
| HYDRAULIC      | _____ | _____    | COOLANT        | _____             |
| OTHER          | _____ | _____    | OTHER          | _____             |

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 \_\_\_\_\_

**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:**  
**Two years parts and labor bumper to bumper** \_\_\_\_\_

**Are parts and service facilities within three (3) hours F.O.B. delivery (Buckhannon)**  
 YES  NO



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:  Solar Technology, Inc.  Model  SolarTech Silent Messenger MB-1548

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 126 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 13 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 3 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: 4.5 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 240 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 >500 programmed messages for display when called upon by user through keyboard**  YES  NO
- X7.6.5 **Capability of storing >7500 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: 126 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: 300 mA DC at 12.5 volts DC**

**X7.12.3 Specify screen size: 640X480 pixel character lines with N/A characters per line  
Full color 10.5" LCD touch screen w/GUI.**



X7.12.4 Are interfaces (2) RS232 9 pin D connectors and documentation on port numbers and pins?  YES  NO

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

X7.12.5 Will application source code be delivered with unit  YES  NO  
OR

held in escrow  YES  NO  
and provided to WVDOT in case company goes out of business?  YES  NO

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

X7.12.7 Features considered as standard equipment but not addressed:

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

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

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

X7.12.11 Will Manufacturer or Dealer provide training and training aids as specified?  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.  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  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  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

PREBID ADDENDUM #1  
7012EC05

FULL MATRIX TRAILER MOUNTED SOLAR POWERED MESSAGE BOARD

CHANGES TO BIDDER'S EVALUATION REPORT:

DELETE:

X4.2 DELIVERY: (From Page 9 – 4<sup>th</sup> Paragraph) – NO CHANGE REQUIRED

FROM:

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

TO:

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

FROM:

X7.6.2 Does unit have keyboard which user originated messages may be entered for display or storage? \_YES\_NO

TO:

X7.6.2 Does unit have a keyboard or graphic touch screen controller through which user originated messages may be entered for display or storage  YES  NO

NO CHANGE REQUIRED

X7.11.1 Length: 126 inches

DELETE:

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

X7.13.4 **NO CHANGE REQUIRED**

Remote Communications control via wireless communications with a remotely located computer   x   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   x   YES    NO

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

WEST VIRGINIA TRACTOR COMPANY

7012EC05 Solar Power Message Boards  
Exceptions to Specifications

- 7.8.2 Fenders are constructed of unbreakable, molded, solid color, UV stabilized HDPE (high density polyethylene). They are completely closed on the inner side to protect the trailer frame. The fenders are secured to the trailer frame with zinc plated steel thread forming screws and fender washers to facilitate easy repair or replacement.



Rev. 09/08

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: West Virginia Tractor Company Signed: Gary W. Grady  
 Date: 11/22/11 Title: President

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

7012EC05

RFQ No. \_\_\_\_\_

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: West Virginia Tractor Company

Authorized Signature: *Gary W. Grady* Date: 11/22/2011

State of West Virginia

County of Kanawha, to-wit:

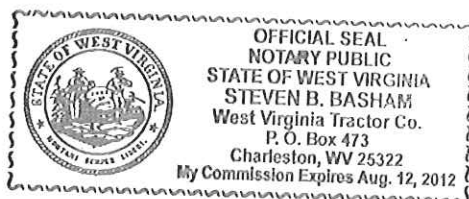
Taken, subscribed, and sworn to before me this 22 day of November 2011

My Commission expires August 12, 2012

AFFIX SEAL HERE

NOTARY PUBLIC

*Steven B. Basham*





*Harness the Power of the Sun*

## **SOLAR TECHNOLOGY, INC** Comprehensive 5-Year Limited Warranty

Welcome to the SOLAR TECHNOLOGY family! Your purchase represents the very finest in traffic control devices. To insure the quality that goes into the design and manufacturing of every new SOLAR TECHNOLOGY product, we offer a Comprehensive Protection Program (CPP) which provides for a five-year limited warranty covering all Silent Messenger changeable message signs (message boards), Silent Sentinel advanced warning arrow panels (arrow boards) and Silent Advisor radar speed trailers (radar speed displays) purchased for U.S. Domestic and Canadian use. Additionally, Solar Technology, Inc. provides a ten-year limited warranty on all LED lamps used in its Silent Sentinel line of advanced warning arrow panels.

### **LIMITED WARRANTY**

SOLAR TECHNOLOGY, INC. (STI) warrants that this product will conform to the manufacturer's standard specifications without defects in materials or workmanship for a period of five years. This is a "bumper to bumper" warranty that covers repair or replacement of all components, on an exchange basis, with the exception of vendor supplied items and consumables, including, but not limited to, radars, radar guns, tires, batteries and battery chargers. Other components may be warranted for an extended period of time. Components, sub-assemblies, and devices produced by other manufacturers not covered under this warranty are covered separately and individually under warranties provided by the specified manufacturer.

This warranty is granted to the original end-user of the product and is not assignable to any subsequent purchaser or user. Any leasing or borrowing of these goods or other use beyond normal demonstration of the same shall be deemed to be a use by the original end-user. The period of this warranty shall commence on the date of delivery to the first original end user. Proof of purchase and delivery date may be required when warranty service is requested. The sole remedy under this warranty shall be the repair or replacement of parts which have been determined to be defective after inspection by an approved representative of STI. STI reserves the right to demand the return of parts replaced under this warranty or in disputable fitness and must be consulted for authorization before any such return. All defective parts replaced under this warranty shall become the property of STI. If a claimed defect cannot be identified or reproduced in service, the end-user will be held responsible for the costs incurred.

The cost of shipping of parts to be repaired to STI shall be the responsibility of the user, while the cost of shipping replacement or re-manufactured parts to the user shall be the responsibility of STI. Under no circumstances shall STI be responsible for duties, customs, or import fees associated with repair or replacement of warranted products or parts. Under no circumstances shall STI be responsible for transportation or mileage costs associated with repair or replacement of warranted products or parts. Tampering with the serial number, STI logo and graphics, or posted safety and operating instructions may constitute a breach of and voids this warranty.

This warranty shall not extend to any goods or parts which have been altered, repaired, operated, or maintained outside of approved STI procedures or directives. This warranty does not cover damage resulting from causes beyond the control of STI, including without limitation: misuse, abuse, neglect, or accident; external electrical faults, power surges, or power failure; damage occurring in shipment or from improper transportation, installation, operation or application; or damage resulting from improper usage or use of the product with components, accessories or expansion items not supplied by STI. The end-user is responsible for the selection, use and results obtained from the product. 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.

This warranty is exclusive and in lieu of all other warranties, express or implied including warranties of merchantability or of fitness for purpose, and there are no other warranties which extend beyond the descriptions on the face hereof. The remedies set forth herein are exclusive and manufacturer shall not be liable for special, indirect or consequential damages. The obligations of STI hereunder shall in no way exceed the cost of the equipment or part upon which such liability is based.

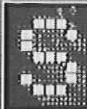
**"On the leading edge of quality design and manufacturing - now and always"**

Byron Zerphy  
President, CEO

Eric Zerphy  
VP, COO

Solar Technology, Inc.  
7620 Cetronia Road  
Allentown, PA  
Phone (610) 391-8600  
Toll Free (800) 475-5442  
[www.solartechnology.com](http://www.solartechnology.com)



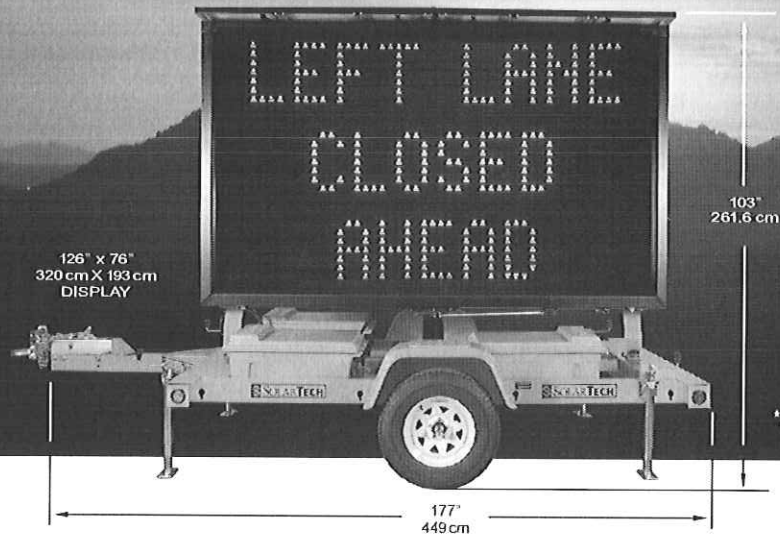


# SOLARTECH®

Harness the Power of the Sun

## SILENT MESSENGER DYNAMIC MESSAGE SIGN

QUALITY ASSURED  
**5-YEAR**  
BUMPER-TO-BUMPER  
WARRANTY



### MEGA-TECH TOUCHSCREEN CONTROLLER



- Intuitive, 10.4" LCD touch-screen GUI.
- So easy to operate that no instructions are needed!
- Multi-lingual capability allowing use throughout the world.
- Message scheduler for time and event-based messages.
- NTCIP compatibility for fast, simple integration into standard ITS installations.
- Integrated GPS receiver.
- USB "thumb drive" interface for fast, easy software updates (via the SolarTech website), as well as data collection (with optional Radar).

### MEGA-FLUX® LED DISPLAY TECHNOLOGY



**Left:** Standard LEDs **Right:** Mega-Flux LEDs  
\*\* Unaltered photograph showing 60° angularity as viewed from 30° off-axis

- A patented wide-angle lens is fitted to each LED, increasing the viewing angle from 23° to 60°.
- Increased visibility at wider angles results in longer viewing times in speed-critical situations such as on-ramps, off-ramps, on curves and in residential use.

## Patented Technology!

### Smartphone Control



- Full control of your message board from your smartphone.
- No additional software required.
- Totally secure - IP Address, username & password required.
- Messaging - system status, geo-location and diagnostics accessible from anywhere that your smartphone works.



\*\* Modem option required for remote access.

SOLAR TECHNOLOGY, INC.  
www.solartech.com

(800) 475-5442  
(610) 391-8600 (outside US)



## ***SOLAR TECHNOLOGY, INC***

### **CERTIFICATE OF CONFORMITY & COMPLIANCE**



All SolarTech Products are designed & manufactured in a state of the art **ISO-9001:2008** registered manufacturing facility. ISO-9000 Registrar is Intertek Testing Services, Inc. **Certificate #: US-2414e.**



All SolarTech Products comply with **EN55022: 1998** (Limits and Methods of Measurement of Radio Disturbance Characteristics of Information Technology Equipment) and **EN55024: 1998** (Information Technology Equipment - Immunity Characteristics - Limits and Methods of Measurement).



All SolarTech Silent Sentinel Advanced Warning Arrow Panel models meet or exceed the specifications for Arrow Boards as listed in **Part 6F.61** of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).



All SolarTech Silent Messenger Portable Changeable Message Sign models meet or exceed the specifications for Portable Changeable Message Signs as listed in **Part 6F.60** of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

**SOLAR TECHNOLOGY, INC.** 7620 Cetronia Road, Allentown, Pennsylvania 18106  
[www.solartechology.com](http://www.solartechology.com) 1-800-475-5442