



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

**Solicitation**

NUMBER
7013EC09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

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

SHIP TO

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

DATE PRINTED
04/25/2013

BID OPENING DATE: 06/05/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		550-96		
TRAILER MOUNTED SOLAR POWERED ARROWBOARDS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR TRAILER MOUNTED SOLAR POWERED ARROWBOARDS PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 7013EC09 ***** TOTAL:						
06/11/13 09:56:02 AM West Virginia Purchasing Division						

SIGNATURE <i>Michael P. Roberson</i>	TELEPHONE 630-377-9100	DATE 6/3/13
TITLE Vice President	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

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

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

WVDOH- Equipment Division  
Route 33, Brushy Fork Road  
Buckhannon, WV 26201

05/16/13 - 11:00 A.M.

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

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

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

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

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

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

Question Submission Deadline: 05/21/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

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

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

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

SEALED BID

BUYER: Alan Cummings  
 SOLICITATION NO.: 7013EC09  
 BID OPENING DATE: 6/5/2013  
 BID OPENING TIME: 1:30 PM  
 FAX NUMBER: 630-377-9270

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical  
 [X] Cost

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

**Bid Opening Date and Time:** 06/05/2013 - 1:30 P.M.

**Bid Opening Location:** Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

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

- [ ] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [ ]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- [ ] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

- [ ] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- [ ] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- [ ] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- [ ] **Commercial General Liability Insurance:**  
[ ] or more.
- [ ] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- [ ] [ ]
- [ ] [ ]
- [ ] [ ]
- [ ] [ ]
- [ ] [ ]



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

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

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

n/a	for	n/a

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

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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

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

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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



such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

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

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

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

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

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_ N/A \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ N/A \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. ~~**DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.~~
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- c. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractors will be used if the bidder will perform the work
  
  - d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  
  - e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**CERTIFICATION AND SIGNATURE PAGE**

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

Work Area Protection Corporation

(Company)



(Authorized Signature)

Michael P. Linkimer, Vice President

(Representative Name, Title)

630-377-9100

(Phone Number)

630-377-9270

(Fax Number)

6/3/2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** 7013EC09

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

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

**Addendum Numbers Received:**

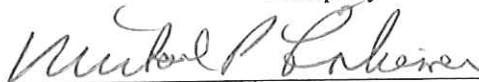
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Work Area Protection Corporation

Company



Authorized Signature

6/3/2013

Date

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

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ARROWBOARD

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids On behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for Trailer Mounted Solar Powered Arrowboard.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 7013EC09.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Trailer Mounted Solar Powered Arrowboard**
      - 3.1.1.1 **General** – The Trailer mounted solar powered arrowboard must:
        - 3.1.1.1.1 Be Wanco-Weco or equal.
        - 3.1.1.1.2 Certify that unit offered will comply with Occupational Safety and Health Act of 1970 and subsequent amendments that are in effect at time the unit is manufactured.
      - 3.1.1.2 **Arrowboard** – The following are mandatory requirements related to the arrowboard.

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3.1.1.2.1 The arrowboard shall be a weather-tight panel/minimum 48 inches high by 96 inches wide.

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

**3.1.1.3 Power Source** -The following are mandatory requirements related to the power source.

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

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

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

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

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

3.1.1.3.6 The unit shall have an external warning light, or other device to indicate when the unit is in need of auxiliary charting prior to arrow shutoff.

3.1.1.3.7 The battery compartment shall be vented, protected by a special acid-resistant finish, and lockable.

**3.1.1.4 Face Panel** – The following are mandatory requirements related to the face panel.



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- 3.1.1.4.1 Lamps shall be five (5) inch amber L.E.D. with minimum angularity of 33 degrees.
- 3.1.1.4.2 The unit shall increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle and minimum legibility distance of one (1) mile.
- 3.1.1.4.3 The face of the panel shall be flat black with 15 hooded lamps.
- 3.1.1.4.4 The unit shall have the capability of the following modes of operation:
- (1) Right arrow – ten (10) lamps flashing in unison.
  - (2) Left arrow - ten (10) lamps flashing in unison.
  - (3) Double arrow – five (5) lamps in each arrowhead and three (3) lamps in shaft, all flashing in unison.
  - (4) Warning bar – seven (7) horizontal lamps flashing in unison.
  - (5) Four point caution – four (4) outermost corner lamps flashing in unison.
  - (6) Indicator lights on back of panel.
- 3.1.1.4.5 The flash rate shall be 30 flashes per minute and the flash cycle time shall be two (2) seconds with 50 percent on time.
- 3.1.1.5 Controller** – The following are mandatory requirements related to the controller.
- 3.1.1.5.1 The arrowboard controller shall be housed in a weatherproof, lockable enclosure.
- 3.1.1.6 Communication** – The Following are mandatory items related to communication.
- 3.1.1.6.1 Unit shall be safe guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2-way receiver, cell phones, etc.

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**3.1.1.7 Paint** – The following are mandatory items related to paint.

3.1.1.7.1 Arrowboard shall be painted flat black.

**3.1.1.8 Hour meter** – The following are mandatory items related to the hour meter.

3.1.1.8.1 The unit shall be equipped with an hour meter.

**3.1.1.9 Trailer** – The following are mandatory items the trailer shall be equipped with.

3.1.1.9.1 2,000 lb. axle with leaf springs.

3.1.1.9.2 Tubeless, standard tread tires and wheels.

3.1.1.9.3 Heavy duty pintle eye hitch.

3.1.1.9.4 Adjustable jack stand on trailer tongue.

3.1.1.9.5 Adjustable jack stand to stabilize unit while in operation.

3.1.1.9.6 Lighting and safety chains for highway use.

3.1.1.9.7 Heavy duty lighting for towing of unit with quick disconnect plug Cole Hersee Part Number 12081 male or equal.

3.1.1.9.8 License plate brackets.

3.1.1.9.9 Wheel fenders.

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

**3.2 Contract Items Non-Mandatory Requirements:** Vendor should provide Agency with the non-mandatory Contract Items listed are desirable, but are non-mandatory.

**3.2.1 Trailer Mounted Solar Powered Arrowboard non-mandatory items.**

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**3.2.1.4 Face Panel** – The following are non-mandatory items related to the face panel.

3.2.1.4.1 The unit should reduce lamp brightness when the ambient light level drops below five (5) foot candles, plus or minus one (1) foot candle.

**3.2.1.7 Paint** – The following are non-mandatory items related to the paint.

3.2.1.7.1 The unit to be painted the manufacturers standard color.

**3.2.1.10 Advertising** – The following are non-mandatory items related to the advertising.

3.2.1.11.1 No visible decals or nameplates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surface of the unit. Such logos created through the stamping or casting process of manufacture are accepted.

**3.2.1.12 Features** – The following are non-mandatory items related to the features.

3.2.1.12.1 All other features considered as standard equipment but not specifically addressed above.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the

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

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, and Model, and inserting the quoted price. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The pricing pages contain a list of the contract items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, The Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the pricing pages to prevent errors in evaluation. The pricing pages were created as a Microsoft Excel document and vendor can request an electronic copy for bid purposes by sending an e-mail request to the following address: Alan.W.Cummings@wv.gov.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 60 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within 30 working day(s) after receipt of the purchase agreement by the successful vendor.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

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

**6.5 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

**7. MISCELLANEOUS:**

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

**7.2 Exception to Non-Mandatory Specifications:** Exception to a non-mandatory specification may be made by the bidder, providing the exception is not available from the manufacturer. Any exception must be indicated on a separate attachment and labeled as "Exceptions to Specifications" and supported by documentation from the manufacturer. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Tim Hohman  
**Telephone Number:** 330-621-1678  
**Fax Number:** 330-345-1852  
**Email Address:** thohman@sciproductsinc.com

- 7.5 Operating and Service Manuals and Parts Lists:** An operator's manual must be included with each unit upon delivery. The "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.
- 7.6 Training:** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct a minimum of 3 one day training sessions covering the operation, maintenance, trouble shooting and calibration/ programming of the hydraulic system and spreader controls with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

REQUEST FOR QUOTATION  
RFQ 7013EC09 839 CLASS TRAILER MOUNTED SOLAR POWERED  
ARROWBOARD

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

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

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

**7.8 Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

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

Exhibit A

### Cost Sheet

RFQ 7013EC09

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Price	Total
1	40	Each	One complete unit: trailer mounted, solar powered arrowboard.	\$3602.00	\$144,080.00

Vendor should also supply the year, make, and model of the following:

Trailer Mounted Solar Powered Arrowboard:

2013 Work Area Protection Corporation WAAW-PL15C



## EXHIBIT B

## 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: 15-Light Arrow Board Trailer MAKE: Work Area Protection Corp.

MODEL: WAAW-PL15C YEAR: 2013 PURCHASE AMOUNT: \$3602.00

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

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

COOLING SYSTEM CAPACITY: N/A

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

GVW: 720 lbs AXLE CAPACITY: FRONT: 2000 lbs REAR: N/A

TIRES: FRONT MAKE & SIZE: Task Master ST205/75D14 14"

REAR MAKE & SIZE: N/A Travel Height: 102"

DIMENSIONS OF UNIT: LENGTH: 110" WIDTH: 68" Operational Ht: 142"  
 LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: Tim Hohman PHONE: 330-621-1678  
630-377-9100

PARTS: NAPA Premium Marine RV Series 27  
 BATTERY MAKE: Dual Purpose Battery MODEL: Deep Cycle Marine CCA: 650  
 TOP OR SIDE POST: Top Post DIMENSIONS: LENGTH 12.5" WIDTH 6.5" HEIGHT 9" over terminals  
 SPARK PLUGS OR FUEL INJECTORS MAKE: N/A PART # N/A 8" below terminals  
 FUEL PUMP OR INJECTION PUMP MAKE: N/A MODEL: N/A  
 ALTERNATOR MAKE: N/A PART #: N/A  
 STARTER MAKE: N/A PART #: N/A  
 TURBO CHARGER MAKE: N/A PART #: N/A  
 TRANS. MAKE: N/A MODEL: N/A AUTO/MANUAL: N/A  
 HYDRAULIC PUMP MAKE: N/A MODEL: N/A

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



## Work Area Protection Corp.

2500 Production Drive • P.O. Box 4087, St. Charles, IL 60174-9081  
PHONE 1-800-327-4417 • 1-630-377-9100 • FAX 1-630-377-9270

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### STATEMENT OF WARRANTY ArrowMaster Pro-Line Advance Warner

1. The manufacturer warrants that each new ArrowMaster Pro-Line Advance Warner will be free from defects in material and workmanship for a period of one (1) year from date of sale, subject to the conditions and restrictions contained herein.
2. The manufacturer further warrants parts furnished under this warranty, for a period that expires upon the termination of the warranty, applicable to the Advance Warner onto which these parts are installed. Parts furnished outside of this contract are warranted for a period of ninety (90) days from date of shipment and are subject to the conditions and restrictions applicable at shipment.
3. Exceptions to the general warranty statements above pertain to the following equipment installed at the factory:
  - A. Work Area Protection will provide only the original manufacturer's warranty as it applies to solar panels, batteries and tires.
  - B. LED 46 lamps are warranted against defects in materials and workmanship for a period of five (5) years from date of shipment, subject to the conditions and restrictions contained herein.
  - C. Electronics are warranted against defects in materials and workmanship for a period of two (2) years from the date of shipment, subject to the conditions and restrictions contained herein.
4. This warranty does not apply to a product that has not been installed or maintained in accordance with the manufacturer's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than the manufacturer, its employees or authorized agents, or failed to have normal maintenance.
5. The buyer expressly agrees that the buyer's sole remedy and the manufacturer's sole responsibility, in respect to a warranty claim, is exclusively limited to repair or replacement at the manufacturer's option of product or a portion thereof found by the manufacturer to be defective. The manufacturer is not responsible for labor or other expended charges by buyer including transportation charges and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further, the manufacturer disclaims any liability for any incidental or consequential damages, including lost or duplicated time or expense accruing for any reason, to the owner or user of any products sold by the manufacturer, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.
6. The manufacturer reserves the right to make changes in its products from time to time, without incurring any obligation to incorporate such improvements in any products previously sold or in service.
7. The terms and conditions of the warranty cannot be altered without the written consent of the manufacturer.
8. The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties, including those of merchantability and fitness for any particular purpose. There are no warranties that extend beyond the language in the previous eight (8) paragraphs.



## SPECIFICATIONS FOR THE ARROWMASTER PRO-LINE 15 LIGHT SOLAR ASSISTED ARROW PANEL

1. Sign panel consisting of 15 minimum-glare, 5" LED PAR46 sealed- beam lamps, with 24° horizontal by 8° vertical-beam spread.
2. The control system consists of a solid-state design with automatic tracking, brightness adjustment, and non-blinding optics.
3. Single Sign/Solar Panel lifting mechanism.
4. Sign supporting mast.
5. Photovoltaic Solar Generator - 12 V.D.C., 40-watt power supply.
6. Meets the requirements of the Federal Manual of Uniform Traffic Control Devices.

### Function (General):

The PRO-LINE 15 Light Solar Assisted Arrowboard is all- weather, self-contained, battery/solar-powered system. The purpose is to signal, control, and direct high-speed vehicular traffic both day and night for extended periods of time. This system incorporates a "non-blinding," minimum-glare, electro-optical design to reduce nighttime blinding problems which exist on conventional advance warners.

### Specifications (General):

The 48"x96" aluminum sign panel, which contains 15 hooded lamps, is trailer mounted and will operate while being towed at 10MPH maximum speed or while in a stationary position. It is capable of displaying the following mode configurations:

1. Right Arrow-10 lamps flashing in unison, forming an arrow.
2. Left Arrow-10 lamps flashing in unison, forming an arrow.
3. Double Arrow-5 lamps in each arrowhead and 3 lamps in a common shaft, all flashing in unison.
4. Warning Bar or Caution Bar-7 horizontal lamps flashing in unison.
5. Four-Point Caution-4 outermost corner lamps flashing in unison.
6. Sequencing Arrow Left-5 lamps in the arrowhead and 5 lamps in the shaft, sequencing left.
7. Sequencing Arrow Right-5 lamps in the arrowhead and 5 lamps in the shaft, sequencing right.

## DETAILED SPECIFICATIONS

### Sign Panel:

1. The front and back panels of the sign shall be aluminum alloy, .063 thick x 48" high x 96" long.
2. The perimeter frame and internal vertical members are manufactured from extruded aluminum channel 1/8" x 3" x 1". Corners and internal cross-members are welded for extra strength.
3. The lamps are minimal glare, 5" amber LED 46 sealed beam, with 24° horizontal by 8° vertical beam spread.
4. The lamp hoods/retainers are formed from high-impact plastic, with four keyhole-indexing mounting holes.
5. The wire harness is fabricated from insulated stranded wire with PVC jacket to resist moisture. Controller to sign panel connectors shall utilize Amp CPC type connectors. The solar panel output wiring is incorporated into the sign panel wiring via insulated slip connectors.
6. The panel is primed with a 2 coat system consisting of a polyurethane primer and flat black polyester top coat baked at 450 degrees.

### Control System:

1. Sophisticated microprocessor design with user-friendly rotary switch operation.
2. The system incorporates LED display which shows mode of operation and system status.
3. The system operates on a 12VDC input to the controller. The system incorporates "Auto-Trak," a full-time tracking system designed to track ambient light 24 hours a day, providing maximum system efficiency. Dimming occurs at 5 foot-candles to eliminate glare through the non-blinding optics.
4. The lamps shall be electronically operated by means of solid-state, microprocessor-controlled circuitry. An automatic lamp-intensity regulator holds the lamp output constant with varying battery voltage.
5. All wire harnesses shall be enclosed in weatherproof, jacketed cable and shall be routed to minimize chafing and interference with moving parts. Connectors shall be Amp CPC type for corrosion resistance.
6. The controller shall be in a weatherproof, ventilated, lockable enclosure.
7. The system continuously monitors the battery bank voltage with two stages of low voltage warning and shutdown to prevent deep discharge of batteries.
  - a - Upon detection of an 11.2-volt battery bank reading the controller will automatically change to the Four-Point Caution Mode to continuously provide a caution indication to motorists and to give operators a warning that a low-battery condition exists. This condition will continue for 48 hours.

- b - After the 48-hour period, with the battery voltage continuing to decrease, the system will detect the second stage of low-voltage shutdown and completely turn off all lamps and switch to a low-power consumption mode to protect the battery bank from complete discharge.
8. The "on-board" 110VAC/12VDC battery charger is provided for in-house or remote charging. A weatherproof male receptacle accepts the female end of a standard AC extension cord. The charger may be used as an AC to DC Converter allowing AC service to power the system. The solid-state regulator regulates the solar panel charge, protecting the battery bank from over charging. An indicator light is provided to monitor the AC charge rates when the optional AC/DC charger is installed. This on-board charger is optional.
  9. Thermal compensation is provided to adjust the system's charge rate with variances in temperature.
  10. Short-circuit protection is provided for the lamps and the wiring harnesses.
  11. A battery condition indicator and test modes are provided to monitor the system's battery charge. A solar panel charging indicator is provided to continuously detect solar panel charge to battery bank.
  12. The controller is equipped with an automatic delay function to prevent false triggering of the Auto-Trak intensity control.
  13. The flash rate is 25-40 flashes per minute.
  14. The "on time" is 50% of the cycle.
  15. The system's controller carries a two-year warranty against material defects and workmanship under normal use. The optional charger carries a 90 day warranty.

#### Sign/Solar Panel Lifting Mechanism:

1. The panel support frame shall be fabricated using 11 ga. x 2 x 2 square carbon steel tubing.
2. The lifting mechanism shall be a 1,500-pound capacity, hand- operated braking winch using 1/4" wire rope cable.
3. The mast shall be fabricated using 3/16"x 3 x 3 square carbon steel tubing.
4. The lifting sleeve shall be fabricated using .250" formed steel fully welded to the panel support frame.
5. Locking devices to secure the panel in a raised position shall be heavy duty steel spring pin for both the upright and the lowered position.
6. The solar panel shall be mounted horizontally on top of the display panel for maximum efficiency while the system is being stored or in use.

### Sign Support Frame:

1. The sign supporting frame shall be fabricated from 11 ga x 2" x 2" square tubing. The complete unit is engineered and designed to be welded together for greater stability.
2. The sign panel is secured to the sign support frame with four (4) formed panel clamps.

### Power Supply (DC voltage):

1. The solar generator shall incorporate a 12 VDC, 40 watt single crystal photovoltaic solar panel array mounted on top of the sign display. The solar panel provides a maximum charge to the battery bank while exposed to the sun due to the shadow-free, top-mount design.
2. The battery bank consists of two deep cycle series 27, 105 amp hour (each) 12VDC batteries, providing a total storage capacity of 210 amp hours at the 100-hour rate.
3. The battery bank shall be of sufficient capacity to power the unit 30 days with no solar assist. (No sun operation with 100% battery bank charge, @ 78° F, single arrow mode, 24 hours per day in "Auto-Trak").
4. The batteries shall be regulated and protected by solid-state, microprocessor-controlled electronics. A low-voltage disconnect will protect the battery bank from over discharge. Upper end float regulation will prevent over charging by the solar panel and the on-board AC charger. Thermal compensation adjusts the system's charge rate with variances in temperature.
5. The batteries shall be housed in a ventilated, weatherproof housing.
6. The battery bank wiring harness shall have polarized or color-coded connectors to prevent incorrect connections.

### Trailer:

1. The trailer shall be an open-deck design fabricated from 11- gauge x 3" x 2" square steel tubing.
2. The mast pivot tube shall be .250" x 5" round carbon steel tubing.
3. The battery box shall be constructed from 14 ga. steel. The batteries are secured in position by a hold-down assembly. The battery enclosure lid is lockable using the single- latch/locking device.
4. The axle shall be 2,000-pound capacity rated and equipped with 1,400-lb. leaf springs, roller bearings and hubs.
5. The tires shall be 205/75D14.
6. The fenders shall be made from black heavy duty plastic.
7. The hitch shall be a 2" ball. A 2 1/2" or 3" pintle ring hitch is optional.
8. The trailer shall have 1/4" safety chains equipped with 2600 pound slip safety hooks.

9. The trailer shall be equipped with four (4) telespar- adjustable jackstands, one mounted on each corner of the unit, and one top crank/swing-type jack stand mounted on the tongue.
10. The trailer tongue shall be .250" thick x 2 1/2" square tubing x 60" overall length. The tongue is removable to prevent theft.
11. The trailer shall have reflectors on each side, 2 amber at front, 2 red at rear. Combination marker lights/stop-tail light assemblies, one (1) with license bracket, are mounted at rear of trailer.
12. The trailer shall have the grease and wax removed prior to applying safety orange powder coat paint.

**Capacities & Weights**

**Trailer Dimensions**

\*Shipping Weight: 720 lbs.

Length - 110 inches  
(Includes tongue)

\*Tongue Wt. Panel Down: 70 lbs.

Width - 96 inches Board  
Width - 68 inches Fenders

\*Tongue Wt. Panel Up: 70 lbs.

Travel Height -102 inches

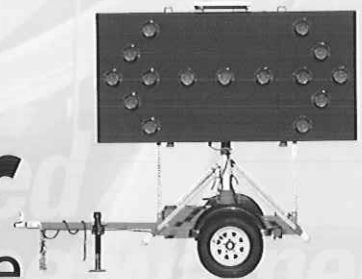
Operating Height -

142 inches from top of  
Board to ground

84 inches from bottom of  
Board to ground

**\*SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE**

# ArrowMASTER<sup>TM</sup> Pro-Line



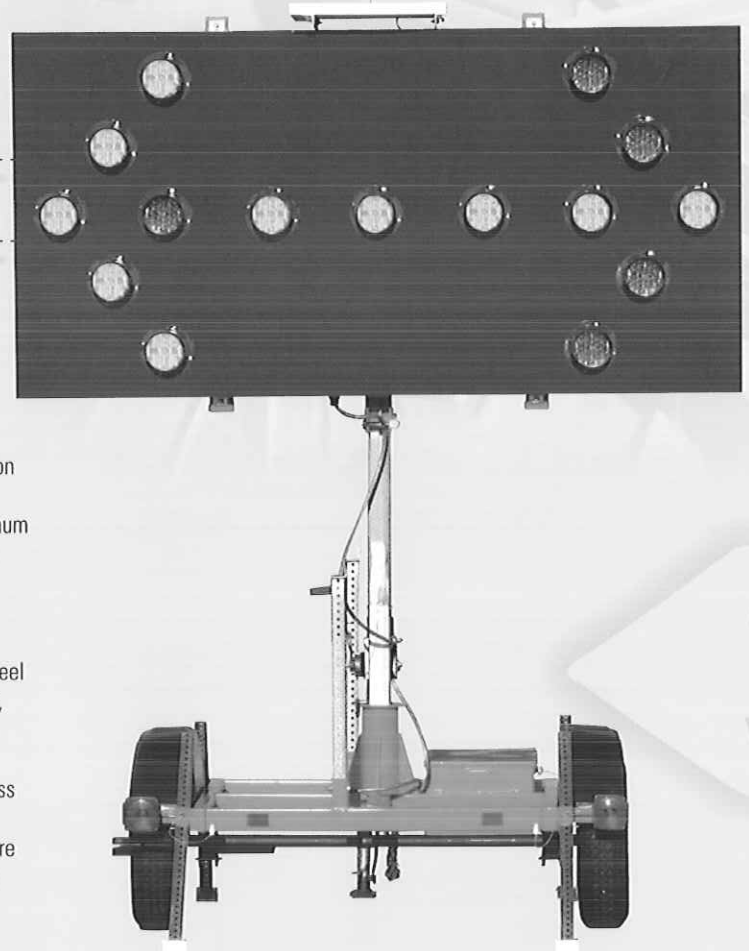
Shown in travel position

The Arrowmaster<sup>TM</sup> Pro-Line Solar-Assisted Advance Warner is a versatile, low-operating-cost arrow board that provides maximum visibility at all times while directing traffic through construction zones. This system is powered by a battery storage bank charged by a top-mounted, shadow-free solar panel. The Arrowmaster conforms to and, in most cases, exceeds all federal and state MUTCD specifications.

Available with 15 or 25 lights in both the standard and wide-angle models.

## Features

- **Solar Panel:** Single, top-mounted unit in constant horizontal position
- **Battery:** Series 27, 210-amp, marine deep-cycle
- **Lamp:** Fully sealed, 5" PAR 46 LED with high-impact plastic hoods
- **Autonomy:** 30 days of continuous operation without sun
- **Sign Panel:** Full-sized 48" x 96" all-aluminum construction, sealed against the elements
- **Controller:** Solid-state with durable rotary switch, full-mode configuration and LED display
- **Main Frame:** 2" x 3" x .120" high-grade steel
- **Axle:** 2,000-lb. axle, 1,400-lb. leaf springs, roller bearings and hubs
- **Tire Size:** 205/75D14
- **Maintenance Access Cover:** Easy-access design to reach batteries, controller and battery charger in a lockable steel enclosure
- **Removable Tongue:** Designed for safety and security
- **Hitch:** 2" ball standard.  
Pintle ring available as an option
- **Battery Charger:** Each unit is available with or without a battery charger. Frequent use of an AC charger will prolong battery life
- **Finish:** Durable powder coat paint
- **Mast:** 3" x 3" x 3/16" steel tube assembly



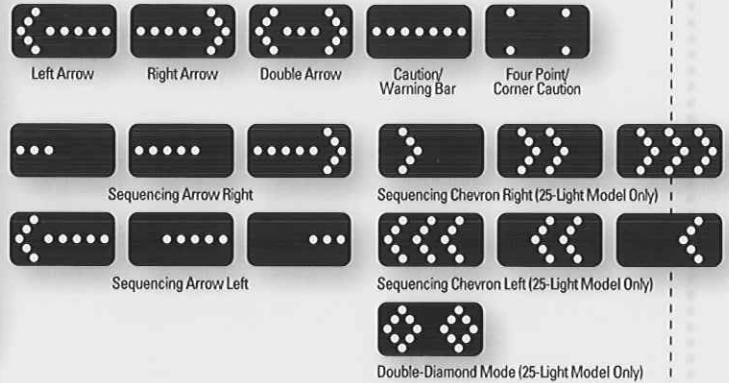
Meets **MUTCD**  
Type C Requirements





## ArrowMASter™ Pro-Line

### 15-Light & 25-Light Display Modes



The solar panel is positioned for maximum charging capabilities in both the operating and travel modes.



Compact, user-friendly battery enclosure

The Arrowmaster V hi-tech, solid-state controller incorporates an automatic intensity control that keeps the lamps bright, even under low battery conditions. Auto-Trac provides an automatic, full-time tracking system that adjusts the lamp intensity to the ambient light conditions. The two-mode battery charger, the controller and the deep-cycle batteries are securely enclosed in an easy-access, lockable, ventilated, steel battery box.



The 5", amber, PAR 46, LED lamp is a sophisticated, high-output, low-power-consumption, sealed-beam lamp with a life that is unparalleled by other conventional arrow board lamps. The lamp is backed by a five-year warranty.



### 15-Light Arrowmaster™ Pro-Line Units

Product No.	Model No.	Description
8740	WAAW-PL15	Arrowmaster Pro-Line w/o Charger, Standard Angularity
8741	WAAW-PL15C	Arrowmaster Pro-Line w/Onboard AC Charger, Standard Angularity
8743	WAAW-PL15CW	Arrowmaster Pro-Line w/Onboard AC Charger, Wide Angularity

### 25-Light Arrowmaster™ Pro-Line Units

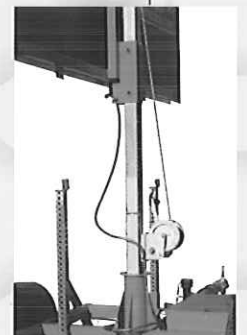
Product No.	Model No.	Description
8744	WAAW-PL25	Arrowmaster Pro-Line w/o Charger, Standard Angularity
8745	WAAW-PL25C	Arrowmaster Pro-Line w/Onboard AC Charger, Standard Angularity
8747	WAAW-PL25CW	Arrowmaster Pro-Line w/Onboard AC Charger, Wide Angularity

### Options

Product No.	Model No.	Description
8748	WAAW-PL-HP	Rear Ball Hitch Plate
8749	WAAW-PL-BC	2-in. Bulldog Coupler
2277	WAAW-2131	3-in. Pintle Ring Hitch
8750	WAAW-PL-CH	Combination Hitch

### Specifications

	15-Light	25-Light
Shipping Weight	720 lbs.	750 lbs.
Tongue Weight (Panel Down)	70 lbs.	70 lbs.
Tongue Weight (Panel Up)	70 lbs.	70 lbs.
Length	110"	110"
Width	68"	68"
Traveling Height	102"	102"
Operation Height	142"	142"
Solar Panel Watts	40 Watts	40 Watts
Sign Panel Size	48"H x 96"W	48"H x 96"W
Number of Batteries	2	2
Battery Type	Series 27 Deep-Cycle Marine	Series 27 Deep-Cycle Marine
Battery Amp Hours (Total)	210 hrs.	210 hrs.



Durable 3' x 3' rotational mast assembly

Distributed By:



## Work Area Protection Corp.

P.O. Box 4087 • St. Charles, IL 60174-9081 U.S.A.  
www.workareaprotection.com • Phone: 630.377.9100 • Fax: 630.377.9270

Designs are subject to change without prior notice. Any modification or unintended use voids all warranties. Work Area Protection disclaims all liabilities for injuries to persons or property due to any modification or unintended use of these products.



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

**Solicitation**

NUMBER
7013EC09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS
304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED
05/30/2013

BID OPENING DATE: 06/12/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
ISSUED TO DISTRIBUTE PREBID SIGN-IN SHEET, VENDOR QUESTIONS/AGENCY RESPONSES, AND CHANGE BID OPENING DATE:						
FROM - 06/05/2013 AT 1:30 P.M.						
TO - 06/12/2013 AT 1:30 P.M.						
0001		EA		550-96		
TRAILER MOUNTED SOLAR POWERED ARROWBOARDS						
***** THIS IS THE END OF RFQ 7013EC09 ***** TOTAL:						

SIGNATURE	<i>Michael R. ...</i>	TELEPHONE	630-377-9100	DATE	6/3/13
TITLE	Vice President	FEIN	52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: 7013EC09  
Addendum Number: 1

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

- To modify the bid opening date to 6/12/2013 at 1:30 PM
- To provide answers to the questions proposed by vendors
- To provide the pre-bid meeting sign-in sheet

---

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

**Terms and Conditions:**

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

ATTACHMENT A

## ADDENDUM # 1 FOR PRE-BID

7013EC09

## TRAILER MOUNTED SOLAR POWERED ARROW BOARD

The original language in contract will be listed first with question and answer to follow below.

1. 3.1.1.1.1 Be Wanco-Weco or equal.

Question: All Vendors: Is there a model number?

Answer: Yes, will change to read: Be Wanco-Weco WPST55 DLS-15 or equal.

2. 3.1.1.3.6 The unit shall have an external warning light, or other device to indicate when the unit is in need of auxiliary charging prior to arrow shutoff.

Question: Stephen Kappa: MUTC says it has to go to 4 corner caution, please revise?

Answer: The unit shall go to 4 corner caution when charging is required.

3. 3.1.1.4.1 Lamps shall be five (5) inch amber L.E.D. with minimum angularity of 33 degrees.

Question: K&K Systems: Would you consider 30 degrees?

Answer: We will change to read as: 3.1.1.4.1 Lamps shall be five (5) inch amber L.E.D. with minimum angularity of 30 degrees.

4. 3.1.1.8.1 The unit shall be equipped with an hour meter.

Question: Precision Solar Controls Inc.: Are these necessary?

Answer: No, this will be deleted.

5. 3.1.1.9.3 Heavy duty pintle eye hitch.

Question: All Vendors: Please check if eye hitch or ball hitch and size?

Answer: 3" inner diameter

6. 3.1.1.9.5 Adjustable jack stand to stabilize unit while in operation.

**Question:** All Vendors: How many jack stands do you want?

**Answer:** We would like to have 5 telescoping on all 4 corners and tongue.

7. We will be adding additional information, it will be 3.1.1.9.11 and will read:

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

8. 4. Contract Award

We will add new bullet to read as:

4.3 Price Escalation: Vendor may ask for a price increase at contract renewal time. Pass through cost only will be accepted at the discretion of the WV Purchasing Division.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 7013EC09**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Work Area Protection Corporation

Company



Authorized Signature

6/3/2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

RFQ No. 7013EC09

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Work Area Protection Corporation

Authorized Signature: \_\_\_\_\_ Date: 6/3/2013

State of Illinois

County of Kane, to-wit:

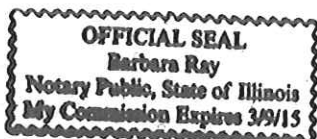
Taken, subscribed, and sworn to before me this 3rd day of June, 2013.

My Commission expires 3/9/15, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Barbara Ray

*Purchasing Affidavit (Revised 07/01/2012)*



**NOTE:**  
Vendor and Notary's date must be the same.  
Notary required to **AFFIX SEAL** on Purchasing Affidavit.