



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

### General Information

### Contact

### Default Values

### Discount


### Document Information

Procurement Folder: 683053

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:  

SO Doc ID: DOT2000000128

Legal Name: SPECIALTY GROUPS INC

Published Date: 4/2/20

Alias/DBA:

Close Date: 4/9/20



Total Bid: \$268,735.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time:

Solicitation Description:   

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 683053

**Solicitation Description :** ADDENDUM 3 TRAILER MOUNTED PORTABLE TRAFFIC LIGHTS-7020EC12

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-09 13:30:00	SR 0803 ESR04092000000005850	1

VENDOR
000000204212 SPECIALTY GROUPS INC

**Solicitation Number:** CRFQ 0803 DOT2000000128

**Total Bid :** \$268,735.00

**Response Date:** 2020-04-09

**Response Time:** 11:15:55

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PORTABLE TRAFFIC LIGHTS	5.00000	EA	\$53,747.000000	\$268,735.00

Comm Code	Manufacturer	Specification	Model #
46161504			

<b>Extended Description :</b>	TRAILER MOUNTED PORTABLE TRAFFIC LIGHTS
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 19 – Highways

Proc Folder: 683053

Doc Description: ADDENDUM 2 TRAILER MOUNTED PORTABLE TRAFFIC LIGHTS-7020EC12

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-19	2020-04-09 13:30:00	CRFQ 0803 DOT2000000128	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number: Specialty Groups, Inc.  
 PO Box 96,  
 Bridgeport, WV 26330  
 (304) 623-3844

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

Signature X

FEIN #

55-0614471

DATE April 9, 2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TRAILER MOUNTED PORTABLE TRAFFIC LIGHTS PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PORTABLE TRAFFIC LIGHTS	5.00000	EA	See Exhibit A	

Comm Code	Manufacturer	Specification	Model #
46161504		See Exhibit A	

**Extended Description :**

TRAILER MOUNTED PORTABLE TRAFFIC LIGHTS

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2020-03-12
2	VENDOR QUESTION DEADLINE	2020-03-19

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

Date and Time: March 12, 2020 at 10:00 AM

Present

Location:

1900 Kanawha Boulevard, East  
Building 5, Conference Room 122  
Charleston, WV 25305

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 01/09/2020

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert Hamilton, Project Manager  
\_\_\_\_\_  
(Name, Title)  
Robert Hamilton, Project Manager  
\_\_\_\_\_  
(Printed Name and Title)  
PO Box 96, Bridgeport, WV 26330  
\_\_\_\_\_  
(Address)  
(304) 623-3844 Fax: (304) 623-3843  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
Service@ SpecialtyGroups.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Specialty Groups, Inc.  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Robert S. Hamilton, Sr. Project Manager  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
April, 9, 2020  
\_\_\_\_\_  
(Date)  
(304)623-3844 Fax: (304) 623-3843  
\_\_\_\_\_  
(Phone Number) (Fax Number)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT2000000128

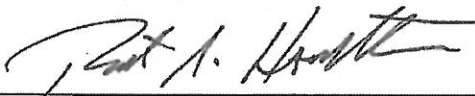
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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: (3) Three Received  
(Check the box next to each addendum received)

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

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

Specialty Groups, Inc.  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
April 9, 2020  
\_\_\_\_\_  
Date

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

**REQUEST FOR QUOTATION  
CRFQ DOT2000000128  
(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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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 a (WVDOH Class 841) Trailer Mounted Portable Traffic Light. Horizon Signal SQ3TS or Equal, VER-MAC TLD-3612G3 or Equal, North American Traffic PTL 2.5X or Equal.

**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 3.1 below and on the Pricing Pages.

**2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.4 "WVDOH"** means West Virginia Division of Highways.

**2.5 "EPA"** means Environmental Protection Agency.

**2.6 "OSHA"** means Occupational Safety and Health Act.

**2.7 "Class 841"** For WVDOH use only.

**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 Portable Traffic Lights**

**3.1.1.1** The unit specified herein and offered shall be manufactured on or after January 1, 2020 and will be clearly identified and marked with date of manufacture.

**REQUEST FOR QUOTATION  
CRFQ DOT2000000128  
(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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- 3.1.1.2 Units shall have communication capability of one mile.
- 3.1.1.3 Unit shall have a minimum 17-feet of over the road clearance for high mount light when deployed.
- 3.1.1.4 Unit shall have a maximum height in tow of 98-inches.
- 3.1.1.5 Unit shall have a maximum trailer weight of 3300 pounds.
- 3.1.1.6 Unit shall have a maximum trailer width of 88-inches.
- 3.1.1.7 Unit signal arm extension shall be adjustable with the ability to extend the high mount light out a minimum 160-inches.
- 3.1.1.8 Unit shall have a 3-inch ID, Lunette style hookup.

**3.1.2 Battery and Charging**

- 3.1.2.1 Unit shall have a minimum of 16 AGM batteries.
- 3.1.2.2 Unit shall have a minimum solar battery charge rate of 500 Watt.
- 3.1.2.3 Unit solar panels shall have the ability to lay flat.

**3.1.3 Hydraulic**

- 3.1.3.1 Unit overhead mast shall be hydraulic lift with push button Control.

**3.1.4 Lighting and Detection**

- 3.1.4.1 Unit shall have a minimum 12-inch diameter LED signal lights.
- 3.1.4.2 Unit shall be equipped with a traffic detection system.
- 3.1.4.3 Unit shall be equipped with a rear facing LED light 4-inch

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(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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minimum diameter, that lights green when green signal is active and red when red signal is active.

**3.1.4.4** Unit shall have DOT approved indicator lighting.

**3.1.4.5** Unit shall be equipped with 7-way round pin trailer connector.

**3.1.5 Miscellaneous**

**3.1.5.1 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.

**3.2. Vendor Responsibility:**

**3.2.1.** The vendor is responsible to furnish a portable traffic light that is properly engineered and that conforms to all and any laws governing such equipment.

**3.2.2 Representative Unit for Test:**

**3.2.2.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to in-sure 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

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000128**  
**(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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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.

**3.2.3 Operating and Service Manuals and Parts Lists:**

**3.2.3.1** An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Todd Campbell. There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

**3.2.4 Training:**

**3.2.4.1** 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 training sessions covering the operation, maintenance, troubleshooting 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:

**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.

**REQUEST FOR QUOTATION**  
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**(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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**3.2.5 Preventative Maintenance & Operator Procedures:**

**3.2.5.1** 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.

**3.2.6 Warranty and Service Policy:**

**3.2.6.1** The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers standard warranty and service policy.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most

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**(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:Crystal.G.Hustead@wv.gov

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 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:** A completed pilot model for inspection must be provided within thirty (30) working days after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within ninety (90) working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate

**REQUEST FOR QUOTATION**  
**CRFQ DOT2000000128**  
**(WVDOH CLASS 841) Trailer Mounted Portable Traffic Lights (7020EC12)**

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charge with the original freight bill attached to the invoice.

**6.4 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

**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. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2** Failure to comply with other specifications and requirements contained herein.

**7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.




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**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 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.
- 8.4 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:** Rob Hamilton  
**Telephone Number:** (304) 623-3844 x304  
**Fax Number:** (304) 623-3843  
**Email Address:** Service@SpecialtyGroups.com

<b>Exhibit A</b>					
<b>CRFQ DOT2000000128</b>					
<b>Trailer Mounted Portable Traffic Lights</b>					
Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Trailer Mounted Portable Traffic Light	Horizon Signal/SQ3TS; 2020+	5	\$ 53,747.00	\$ 268,735.00
<b>Total Bid Amount</b> 					\$ 268,735.00

<b>Vendor Information</b>	
<b>Company Name:</b>	Specialty Groups, Inc.
<b>Contract Manager:</b>	Robert S. Hamilton
<b>Address:</b>	PO Box 96, Bridgeport, WV 26330
<b>Phone:</b>	(304) 623-3844 x304
<b>Fax:</b>	(304) 623-3843
<b>Email:</b>	Service@SpecialtyGroups.com
<b>Signature:</b>	

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 8D-1-2)

Name of Contracting Business Entity: Specialty Groups, Inc. Address: PO Box 96, Bridgeport, WV 26330

Name of Authorized Agent: James E. Herron Address: PO Box 96, Bridgeport, WV 26330

Contract Number: DOT2000000128 Contract Description: Trailer Mounted Portable Traffic Lights 7020EC12

Governmental agency awarding contract: WV Dept of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract


Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: April 9, 2020

**Notary Verification**

State of West Virginia, County of Harrison:

I, James E. Herron, President, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9th day of April, 2020.

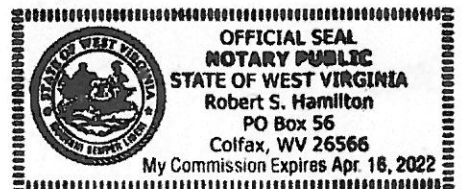
  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

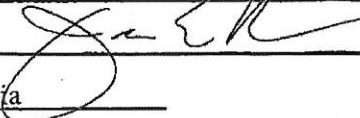
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers'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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Specialty Groups, Inc.

Authorized Signature:  Date: April 9, 2020

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of April, 2020.

My Commission expires April 16, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** 

# 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 Vendor Preference, if applicable.

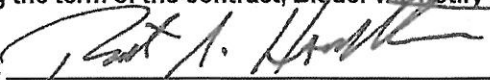
1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% 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% 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% 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.
8. **Application is made for reciprocal preference.**  
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

**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: Specialty Groups, Inc.

Signed: 

Date: April 9, 2020

Title: Sr. Project Manager

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



PORTABLE TRAFFIC  
SIGNAL SYSTEM



# SQ3TS<sup>®</sup> SYSTEM

The most advanced portable  
traffic signal, ever.

## NEMA TS-5 Type TR1 Portable Traffic Signal System

### DESIGNED FOR THE REAL WORLD WORK ZONE

The SQ3TS Trailer-Mounted PTS is the most dynamic and dependable portable traffic signal available today. With an industry-leading 100-mph wind load, and a 25-year design life, the SQ3TS Portable Traffic Signal is the temporary traffic control workhorse that you can rely on year after year. From a simple one-lane bridge repair project, to complete intersection control, the SQ3TS System has you covered, under even the most demanding conditions.

The SQ3TS Portable Traffic Signal exceeds NEMA TS-5 specifications for Type TR1 PTS, and is available with a wide range of add-on components to meet any project requirements.

**"WE COULD NOT  
BE HAPPIER  
WITH THE  
SQ3TS."**

TAD BROOKS  
Vice President - LMC  
Safety Barricade Corp.

# SQ3TS® Portable Traffic Signal

## SPECIFICATIONS

<b>Signal Lamp</b>	12" (300 mm) diameter LED
<b>Signal Arm Extension</b>	Up to 15' (457 cm)
<b>Solar Charge</b>	520W min
<b>Power Source</b>	12V / (16) 6V batteries
<b>Tow Height</b>	89" (226 cm)
<b>Trailer Width</b>	85" (216 cm)
<b>Trailer Weight</b>	3000 lb. (1361 kg)

## SQ3TS FEATURES

- Heavy-duty trailer with 25-year design life
- Dual-Processor Malfunction Management System
- Withstands sustained winds of 100 mph, gusts up to 110 mph
- 10-year structural warranty on trailer
- Lifting Ring for easy signal placement
- Hydraulic lift system
- 30 days run time on batteries alone
- Up to 14 phases of traffic per system
- Tandem-tow trailers
- Exceeds NEMA TS-5 requirements for Type TR1 PTS
- MUTCD Compliant

## AVAILABLE OPTIONS

**ADVANCED REMOTE MONITORING** | Receive text and/or email alert notifications of signal operation and battery voltage levels.

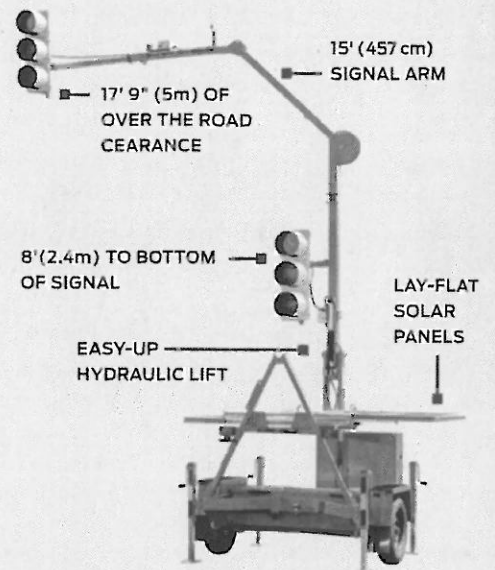
**WIRELESS KNOCKDOWN** | Allows signal to operate in conjunction with a standard street corner control cabinet.

**PRE-EMPTION SYSTEM** | Recognizes emergency vehicles and provides earliest safe green indications.

**WAIT TIME & FAULT DISPLAY** | Informs motorists of wait time before next green indication.

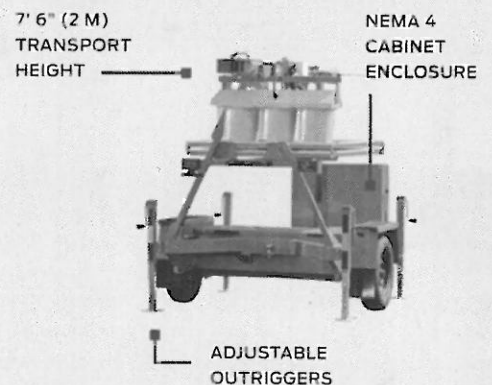
**CLEARANCE TIME EXTENDER** | Adds extra red time for slow-moving vehicles that need more time to clear the work area.

**MESSAGE BOARD INTERFACE** | Wireless connectivity with a portable VMS to display signal status messages in real-time.



**EASY TO DEPLOY**

The SQ3TS Portable Traffic Signal is equipped with a one-touch, easy-up hydraulic lifting system to make deployments simple.



## DISTRIBUTED BY

Specialty Groups, Inc.  
 Bridgeport, WV  
 (304) 623-3844  
 Service@SpecialtyGroups.com



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 SIGNAL

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 Reading, PA 19608

800.852.8796  
 horizonsignal.com

## Regional Support Centers

Philadelphia, PA      Indianapolis, IN  
 Albuquerque, NM      Orlando, FL  
 Birmingham, AL      St. Catharines, ON  
 Chicago, IL      Waco, TX  
 Fargo, ND

ADVANCING WORKZONE SAFETY



## HORIZON SIGNAL TECHNOLOGIES LIMITED WARRANTY

1. Horizon Signal Technologies (HST), hereinafter referred to as HST, warrants New or Used HST Equipment and accessories to be free from defects in material and workmanship for a period of two years from the date of receipt of goods, subject to the conditions and restrictions contained herein.
2. HST warrants SQ3TS trailers for a period of 10 years from date of manufacture against defects in workmanship arising from normal use. This 10-year warranty is exclusive to the trailer and does not include any bolt-on or otherwise add-on components or paint.
3. HST further warrants New Service Parts furnished under this warranty to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment, or the remaining time on the HST warranty on the unit to which the Service Part is attached.
4. Exceptions to the general warranty statements above pertain to the following equipment installed at the factory:
  - LED signal indications are warranted for a period of five (5) years from date of manufacture.
  - Signal Controllers are warranted for a period of two (2) years.
  - Battery Chargers are warranted for a period of two (2) years.
  - Batteries and tires are covered by the manufacturer's warranty. All warranty claims should be addressed through the manufacturers as HST does not warrant these items.
  - Hydraulic components are warranted for a period of one (1) year from date of manufacture.
5. 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.
6. 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.
7. Subsequent Owners. Horizon Signal warranty covers the retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should you sell this equipment it is therefore important that you complete the warranty registration form (attached above) and deliver the warranty document to the buyer so that the new owner can sign the registration form and forward it to HST Service Department to obtain the remaining warranty benefits, if required.
8. The terms and conditions of the warranty cannot be altered without the written consent of the manufacturer.
9. The HST warranty includes parts and labor costs required to repair or replace equipment at the selling Dealer's business location.
10. 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, which extend beyond the language in the previous nine (9) paragraphs.