



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

**Request for
 Quotation**

RFQ NUMBER
 7012EC08

PAGE
 1

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

VENDOR

Protection Services Inc.
 1079 Hackers Creek Road
 Jane Lew, WV 26378-8402

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/23/2011 | | | | |

BID OPENING DATE: 12/28/2011 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|------------|
| 0001 | | EA | | 290-82 | \$3,170.00 | \$3,170.00 |
| SOLAR ENERGY SYSTEMS, COMPLETE REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE TRACTOR TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION WILL BE RECEIVED THROUGH THE CLOSE OF THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS WEST VIRGINIA STATE PURCHASING DIVISION. VENDORS MAY SUBMIT QUESTIONS PRIOR TO THE MANDATORY PRE-BID VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. WRITTEN QUESTIONS WILL ALSO BE ACCEPTED DURING THE MANDATORY PRE-BID, DEADLINE FOR ALL TECHNICAL QUESTIONS IS THE CLOSE OF THE PRE-BID MEETING. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THE PREBID MEETING, ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE MANDATORY PRE-BID MEETING. FOR YOUR CONVENIENCE A WORD DOCUMENT HAS BEEN ATTACHED FOR SUBMITTING TECHNICAL QUESTIONS. | | | | | | |

RECEIVED
 JUN 25 A 10:01
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Greg S. Nall</i> | TELEPHONE 301-724-6300 | DATE 1/23/12 |
| TITLE Vice President | FEIN 23-2001976 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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| <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/15/2011 AT 10:30 AM, 2019 WASHINGTON ST EAST, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 2</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1)</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| | | | | | | |
| <p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY TH</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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| <p>STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FUTHER ORDER.</p> <p>REV. 5/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL</p> | | | | | | |

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| <p>AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p> <p>RFQ. NO.: 7012EC08</p> <p>BID OPENING DATE: 12/28/2011</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|--|----------|-----|----------|-------------|------------|------------|
| ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- | | | | | | |
| ***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL: | | | | | | \$3,170.00 |

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

BIDDER'S EVALUATION REPORT

PROCUREMENT SPECIFICATIONS FOR OPEN END CONTRACT
NO. 839-1-M

TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD

NOTE TO BIDDER: Procurement Specification No. 839-1-M, Paragraph 2.0 recommends the completion and submittal of this Report with your bid. Purpose of this Report is to enable the West Virginia Division of Highways Evaluation Committee to make full and fair evaluation of the bid. Addendums in order, along with a summary of exception as a separate attachment, should be with Bidder's Evaluation Report. FAILURE TO SUBMIT THIS REPORT, COMPLETE IN ITS ENTIRETY, MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

Reference Requisition No.: 7012EC08

Bidder's Name: Protection Services Inc.

Address: 1079 Hackers Creek Rd., Jane Lew, WV 26378-8402

Telephone Number: (301) 724-6300

Years Bidder has been registered to do business with the State of West Virginia: 38 YRS.

Years Company has been an authorized dealer for proposed unit: 38 YRS.

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

X4.2 DELIVERY:

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

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

X5.0 AWARD CRITERIA;

X5.1 Price per unit:

\$3,170.00 per unit

X6.0 SPECIFICATIONS - GENERAL

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

Protection Services Inc., Model M90

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

If not, why? _____

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

YES NO

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

X6.2
2-10-00

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: Trailer-Mounted Solar-Powered MAKE: Protection Services Inc.
Electric Arrowboard

MODEL: M90 YEAR: 2012 PURCHASE AMOUNT: \$3,170.00 each

ENGINE: MAKE: NA MODEL: NA FUEL TYPE: NA

HORSEPOWER: NA CYLINDER: NA ENGINE SERIAL: NA

COOLING SYSTEM CAPACITY: NA

BELTS: DESCRIPTION: PART NUMBERS:
NA

GVW: 940 lbs. AXLE CAPACITY: FRONT: 2,000 lbs. REAR: NA

TIRES: FRONT MAKE & SIZE: P185/75R14 Make Varies

REAR MAKE & SIZE: NA

DIMENSIONS OF UNIT: LENGTH: 110 in. WIDTH: 96 in. LENGTH: 142" operating
88" travel

VENDOR CONTACT PERSON: Denny Dawson PHONE: 301-724-6300

PARTS:

BATTERY MAKE: Napa MODEL: Group 27 Deep Cycle CCA: 105 Amp HR Rated

TOP OR SIDE POST: Top DIMENSIONS: LENGTH NA WIDTH NA HEIGHT NA

SPARK PLUGS OR FUEL INJECTORS MAKE: NA PART # NA

FUEL PUMP OR INJECTION PUMP MAKE: NA MODEL: NA

ALTERNATOR MAKE: NA PART #: NA

STARTER MAKE: NA PART #: NA

TURBO CHARGER MAKE: NA PART #: NA

TRANS. MAKE: NA MODEL: NA AUTO/MANUAL: NA

HYDRAULIC PUMP MAKE: NA MODEL: NA

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

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

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

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

X6.5 WARRANTY AND SERVICE POLICY

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

Is warranty literature attached?
 YES NO

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

Describe:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID.

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

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

2 year parts and labor on all components plus 5 years on LED lamps

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

In most all cases warranty work will be done by our representative at DOH

facilities unless other arrangements have been agreed upon/PSI Jane Lew branch.

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

PSI branch office, Jane Lew, West Virginia

4. During the term of warranty, list the guarantee discount to manufacturer's published list price for parts that bidder will sell the parts to owner.

- | | | | | |
|----|---------------|---|-----------|------------|
| A. | Terms: Net 30 | Manufacturer's published list price less: | <u>10</u> | % discount |
| B. | Terms: Net 60 | Manufacturer's published list price less: | <u>5</u> | % discount |
| C. | Terms: Net 90 | Manufacturer's published list price less: | <u>0</u> | % discount |

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

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

A. Shop Rate \$ 75.00 per mechanic hour

B. Travel Time Charge \$ 50.00 per mechanic hour
(Specify if one-way) _____; port to port x

C. Mileage Charge \$.51 per vehicle mile
(Specify if one-way) _____; port to port X

D. Field Mechanic Rate \$ 75.00 per mechanic hour

E. Specify period of time that prices are in effect: 1 year from date of delivery

F. Surcharge for miscellaneous items: 0 %

X6.6 EVALUATION COMMITTEE REQUIREMENTS

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

X6.7 Will all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, be furnished with the unit and conform in strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry? YES NO

X6.7.1 Are all parts and accessories adequate and regularly supplied as standard to be included except those which may be duplications of specifications herein, and except these by specification are not to be furnished? YES NO

X6.7.2 Are all standard safety features that are required by Federal and State statutes of law included? YES NO

X7.0 SPECIFICATIONS OF THE QUOTED UNIT

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

Does unit have built in auxiliary battery charger which would enable batteries to be hooked up to an AC power source at the storage yard or off of a generator in the field YES NO

Is charge time and charger version based on manufacturer's battery configuration YES NO

Describe: Charger is based on PSI's battery configuration

Manufacturer: NAPA Model: 85-327

X7.1 Arrowboard:

X7.1.1 Is the arrowboard panel weather-tight: YES NO

Describe weather-tight design and materials used:

Arrowboard panel is aluminum. Perimeter is sealed w/high bond tape w/weep hole and rivets for extra security.
Arrow Board panel dimensions: 48 inches high x 96 inches wide

X7.1.2 Height from bottom of panel to roadway 7 feet above roadway

X7.1.3 Is the face of the panel flat black, with fifteen (15) hooded lamps?
X YES NO

X7.1.3.1 Does lamp have five (5) inch amber LED with minimum angularity of 33 degrees
 X **YES** NO

X7.1.4 Modes of operation capability:

X7.1.4.1 Right arrow – 10 lamps flashing in unison X YES NO

X7.1.4.2 Left arrow – 10 lamps flashing in unison X YES NO

X7.1.4.3 Double arrow – 5 lamps in each arrowhead and 3 lamps in shaft, all flashing in unison X YES NO

X7.1.4.4 Warning bar – 7 horizontal lamps flashing in unison X YES NO

X7.1.4.5 Four Point Caution – 4 outermost corner lamps flashing in unison
 X YES NO

X7.1.4.6 Indicator lights on back of panel X YES NO

X7.1.5 Is the unit flash rate 30 flashes per minute with a flash cycle time of two (2) seconds with 50 percent on time? X YES NO

X7.1.6 Will the unit reduce lamp brightness when the ambient light level drops below five (5) foot candles, plus or minus one (1) foot candle, **and increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle?** X YES NO

X7.1.7 Unit's minimum distance of legibility: 1 mile(s)

X7.2 Electrical System:

X7.2.1 Does the solar generator incorporate a 12 Volt DC photovoltaic solar panel mounted on a self-erecting automatic positioning device located above the unit?
 X YES NO

X7.2.2 Is the battery bank of sufficient size and capacity to power the unit for 30 days without solar assist? X YES NO

X7.2.3 Are the batteries protected in a manner that will prevent damage due to overcharging or discharging to deeply at any temperature? X YES NO

- X7.2.4 Does the unit have an external warning light, or other warning signal device, to indicate when the unit is in need of auxiliary charging prior to arrow shutoff?
 YES NO
- X7.2.5 Is the battery compartment vented, protected by an acid-resistant finish, and lockable?
 YES NO
- X7.2.6 Is the arrowboard controller housed in a lockable weatherproof enclosure?
 YES NO
- X7.2.7 Is unit safe guarded from any unwanted outside RF interference which would include but not be limited to VHF/FM receiver, 2-way radio receiver, cell phones, etc.
 YES NO
- X7.2.8 Is the unit equipped with an operational hour meter? YES NO
- X7.3 Trailer:
- X7.3.1 Is the trailer equipped with the following:
- X7.3.1.1 2,000 lb. axle with leaf springs YES NO
- X7.3.1.2 Tubeless standard tread tires and wheels YES NO
- X7.3.1.3 Heavy duty pintle eye hitch YES NO
- X7.3.1.4 Adjustable jack stand on trailer tongue YES NO
- X7.3.1.5 Adjustable jack stands to stabilize unit while in operation
 YES NO
- X7.3.1.6 Approved lighting and safety chains for highway use YES NO
- X7.3.1.7 Heavy duty light wiring for towing of unit with quick disconnect plug Cole Hersee Part Number 12081 male or equal YES NO
- X7.3.1.8 License plate brackets YES NO
- X7.3.1.9 Wheel fenders YES NO
- X7.3.1.10 Arrowboard raised and lowered using a hand operating winch (or hydraulic pump/ram) locked into place using latches of steel pins with keeper chains permanently attached to the unit YES NO

X7.4 Paint:

X7.4.1 Describe proposed method of painting the unit: _____

Wet electrostatic paint process with Martin Senour Synthetic Enamel

Orange 530499, Primer is Martin Senour Industrial Primer 6025.

X7.5 Does the proposed unit meet or exceed the "Occupational Safety and Health Act of 1970" requirements and/or any subsequent changes at the time manufactured?

YES NO

X7.6 Does the unit conform to advertising guidelines? YES NO

X7.7 List all other standard features considered as standard equipment but not specifically addressed in the specifications: _____

1. Inclusion of a sight aid to help insure the display is positioned properly.

2. Theft deterrent removable tow tongue.

X7.8 Preventive Maintenance and Operator's Training School:

Will a preventative maintenance and operator's training seminar be provided with each order?

YES NO

If you are the successful vendor, will you furnish all training aids, i.e., videos, projectors, required in conducting the training?

YES NO

Will all manuals, booklets, etc. preventive maintenance, operator procedures, and service schedule be delivered with each unit?

YES NO

If NO, explain _____

Have you attached a copy of the proposed program with your bid, stating the time required to perform the program and brief description of program YES NO

-MANUFACTURER'S WARRANTY LED SOLAR ASSIST ADVANCE WARNER
WARRANTY STATEMENT

1. The manufacturer warrants that each new M90 model LED par 46 Solar Assist Advance Warner will be free from defects in material and workmanship for a period of two (2) years from date of receipt by original purchaser including all labor charges incurred by the manufacturer as part of said warranty repair, subject to the conditions and restrictions contained herein.
2. The manufacturer further warrants parts and labor 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. 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.
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 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 which extend beyond the language in the previous eight (8) paragraphs.

Flashing Arrow Panel

Training Program

Overview

The training program for the Flashing Arrow Panel is divided into three parts.

- Set up
- Operation
- Maintenance

All three of the areas will be addressed, and attendees will be actively involved during the presentation.

A list of the major topics covered for each of the three main training areas is listed below.

Set Up

- Deploying the unit by decoupling from the tow vehicle and adjusting the jack stands to lift the wheels off the ground. Having the wheels off the ground enhances wind stability.
- Using the attached braking wench to raise the display panel from the travel position to the vertical operating position. Includes decoupling the hold down latch located on the display panel and securing the safety latch when the display is fully vertical.
- Proper use of the built in alignment device to orient the display panel for proper viewing by oncoming traffic. Includes the use of the four corner mounted jack stands to "tilt" the unit as needed to achieve proper viewing angle.

Operation

- Demonstration of the control operations including:
 - On/off cycling of the controller
 - Selection of arrow mode
 - Reading and interpreting solar charge indicator bar
 - Reading and interpreting battery voltage test
 - Explanation of rear indicator lights
- Demonstration of proper towing including:
 - Proper connection to vehicle
 - Correct storage of the jack stands
 - Lowering and securing the display panel

Maintenance

- Trailer maintenance including:
 - Proper tire inflation
 - Inspection of safety chains
 - Periodic inspection of welds
- Lamp removal and installation
- Battery maintenance including:
 - Proper inspection and filling of battery cells
 - How to use a Hydrometer to maintain your battery
 - Safety when working around batteries
 - Interpreting test results for bad cells
 - Replacement of batteries: disconnecting and reconnecting procedure
- Troubleshooting common problems

DAM

12/2011

Protection Services Inc.
QUALITY ASSURANCE PLAN
Flashing Arrow Boards, Mini-Solar Message Centers
& Construction Speed Awareness Monitors

1. Raw Materials
 - a. All raw materials to be procured in accordance with PSI's purchase specifications.
 - b. All raw materials to be visually inspected for flaws, voids, and physical deformities before processing.
 - c. All rejected materials to be replaced or returned at the discretion of PSI's purchasing department.
2. In-House Component Manufacture
 - a. All raw materials cut, clamped and drilled using preset stops and drill jigs.
 - b. Periodically inspect visually and mechanically, to maintain proper alignment of stops and jigs.
 - c. Cut off all flared ends of materials
 - d. Drill on non-seamed sides of tubing whenever possible.
3. Assembly of Weldments
 - a. All raw materials shall be paced in weld fixtures flat, straight and square.
 - b. Visually inspect for discrepancies, adjust or replace if necessary.
 - c. Weld material to PSI's specifications. Free of porosity, voids, etc.
 - d. Remove from weld fixtures, visually inspect before transporting to the grinding room.
4. Preassembly of Components
 - a. All raw materials and weldments are to be sanded free of rust, scale and sharp corners before assembly.
 - b. All components that are to be assembled raw side to raw side shall be cleaned and primed before assembly.
 - c. Sanded materials are to be placed into proper jibs and fastened together using the appropriate size fastener and tightened to the proper tension.
 - d. During this process, the fastened parts shall be tested in its complete range of motion to insure proper operations.
 - e. After testing the preassembled parts shall be sanded a final time to remove any weld spatter, sharp corners, etc. that may have developed during the preassembly process.
5. Cleaning and Painting
 - a. Sweep floor and clean lights in and around the paint booth to prevent dust infiltration.
 - b. Change filters inside paint booth to maximize paint booth efficiency and minimize paint overspray.
 - c. Clean all surfaces with a degreaser and wipe dry, changing wiping clothes frequently.
 - d. During the cleaning process visually inspect all components for proper weld procedures and correct size fasteners properly tightened.

Protection Services Inc.
QUALITY ASSURANCE PLAN
Flashing Arrow Boards, Mini-Solar Message Centers
& Construction Speed Awareness Monitors

- e. Prime all components, let air-dry.
 - f. After primer has properly dried, sand surfaces with 320 grit sandpaper to insure a smooth, glass like finish.
 - g. Paint all components with a light tack coat of paint, then repaint with the final top coat to PSI's specifications.
 - h. After painting process has been completed, move painted parts underneath the High bay inspection lights located outside the paint booth to visually inspect for thin paint coverage, sags and runs. Touch up if necessary. Let air-dry.
6. Final Assembly
- a. Raise front of unit and install tail light wires and tires. Inspect axle bolts and lug nuts for proper alignment and tension. Rotate tires several times to insure proper clearance.
 - b. Inspect drawbar for "loose play". Tighten if necessary.
 - c. Install solar panels in proper orientation using anti-theft fasteners.
 - d. Install winch cable into cable anchor with screw pin shackle and thread wire tie through hole in shackle to prevent accidental loosing. Thread cable through pulleys, visually inspecting cables and "F" brackets, and into winch drum cable hasp as indicated by manufacturer.
 - e. Install remaining components (too numerous to mention) to PSI's specifications.
 - f. After installation has been completed, raise and lower arrow panel several times through its complete range of motion to maintain proper latch alignment and clearances.
 - g. Inspect all electrical wires for proper routing and protection.
 - h. Test controller and panel assembly in each function including marker lights and dimmer eye operation.
 - i. Test solar panel(s) and stop, turn, and tail lights for proper operation.
 - j. Put complete unit on charge for 24 hours to bring battery capacity to 100% status.
7. Packaging and Shipping
- a. After receipt of order, unit is washed, then put through a Quality Control inspection, using a check list consisting of 28 items. Along with an overall visual inspection.
 - b. When unit has passed the Quality Control inspection, Battery labels shall be dated, then it can be loaded to the proper destination.
 - c. When loading the unit, the forklift operation visually inspects the unit a final time.

Protection Services Inc.
QUALITY ASSURANCE PLAN
Flashing Arrow Boards, Mini-Solar Message Centers
& Construction Speed Awareness Monitors

- d. If the drawbar has to be removed for shipping, put the bolts back in the drawbar and tighten the jam bolt under the deck after the drawbar has been completely removed. Therefore the drawbar cannot be reinstalled without physically removing the bolts to insure proper reinstallation of drawbar at its destination.
- e. Chock all wheels, front, back, and outside.
- f. Instruct driver to make sure not pull units together or damage painted surfaces when using hold down devices.
- g. After the loading process has been completed the driver signs and receives proper paperwork.



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 7012EC08 |

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

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Protection Services Inc.
 1079 Hackers Creek Road
 Jane Lew, WV 26378-8402

SHIP TO

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

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/12/2011 | | | | |

BID OPENING DATE: 01/25/2012 BID OPENING TIME: 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-----------------------------------|------------|------------|
| | | | | ADDENDUM NO. 1 | | |
| | | | | MANDATORY PRE-BID MEETING CHANGED | | |
| | | | | FROM: 12/15/2011 @10:30 A.M. | | |
| | | | | TO: 01/12/2012 @10:30 A.M. | | |
| | | | | LOCATION REMAINS THE SAME | | |
| | | | | BID OPENING DATE CHANGED | | |
| | | | | FROM: 12/28/2011 @1:30 P.M. | | |
| | | | | TO: 01/25/2012 @ 1:30 P.M. | | |
| | | | | NO OTHER CHANGES | | |
| 0001 | | EA | 290-82 | SOLAR ENERGY SYSTEMS, COMPLETE | \$3,170.00 | \$3,170.00 |
| ***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL: | | | | | | \$3,170.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| <i>Cory S. Hall</i> | 301-724-6300 | 1/23/12 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Vice President | 23-2001976 | |

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



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

WV PURCHASING ACT SECT. 5 Fax 304-558-4115

Jan 25 2012 11:18am P001/009

Quotation

7012EC08

1

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

RFQ COPY

DENNY DAWSON
 PROTECTION SERVICES INC
 1079 HACKERS CREEK ROAD
 JANE LEW WV 26378

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 01/24/2012 | | | | |

BID OPENING DATE: 02/01/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|------------|
| ADDENDUM NO. 2 | | | | | | |
| CHANGES TO THE SPECIFICATIONS ATTACHED | | | | | | |
| ADD: EXHIBIT 10 | | | | | | |
| BID OPENING DATE CHANGED | | | | | | |
| FROM: 01/25/2012 @ 1:30 P.M. | | | | | | |
| TO: 02/01/2012 @ 1:30 P.M. | | | | | | |
| NO OTHER CHANGES | | | | | | |
| 0001 | | EA | | 290-82 | \$3,170.00 | \$3,170.00 |
| SOLAR ENERGY SYSTEMS, COMPLETE | | | | | | |
| ***** THIS IS THE END OF RFQ 7012EC08 ***** TOTAL: | | | | | | \$3,170.00 |

RECEIVED

2012 JAN 31 A 9:32

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Craig S. Hall</i> | TELEPHONE 301-724-6300 | DATE 1/30/12 |
| TITLE Vice President | FBN 23-2001976 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**PREBID ADDENDUM
7012BC08**

TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD

CHANGES TO SPECIFICATIONS:

FROM:

2.0 BIDDING PROCEDURES – 2nd Sentence Only
Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification.

TO:

2.0 BIDDING PROCEDURES – 2nd Sentence Only
Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, will subject the bidder to disqualification.

FROM:

4.2 DELIVERY - 2ND Paragraph – 2nd Sentence
Delivery is preferred within 35 days after receipt of purchase agreement.

TO:

4.2 DELIVERY – 2nd Paragraph – 2nd Sentence
Delivery is preferred within 60 days after receipt of purchase agreement

FROM:

4.2 DELIVERY – 3rd Paragraph
A completed pilot model for inspection must be provided within 20 calendar days after receipt of the purchase agreement by the successful vendor.

TO:

4.2 DELIVERY – 3rd Paragraph
A complete pilot model for inspection must be provided within 30 calendar days after receipt of the purchase agreement by the successful vendor.

FROM:

6.2 **OPERATING AND SERVICE MANUALS AND PARTS LISTS – Last Sentence Only**
CD Rom is preferred in lieu of parts or service manuals.

TO:

6.2 **OPERATING AND SERVICE MANUALS AND PARTS LISTS – Last Sentence Only**
CD Rom is preferred in lieu of parts or service manuals; electronic format is acceptable as well.

FROM:

6.5 **WARRANTY AND SERVICE POLICY – 1st Paragraph -1st Sentence**
The Manufacturers warranty or service policy is to apply to the unit.

TO:

6.5 **WARRANTY AND SERVICE POLICY – 1st Paragraph - 1st Sentence**
The Manufacturers/Vendors warranty or service policy is to apply to the unit.

FROM:

6.5 **WARRANTY AND SERVICE POLICY -1st Paragraph – Last Sentence**
The unit must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

TO:

6.5 **WARRANTY AND SERVICE POLICY -1st Paragraph – Last Sentence**
The unit must be accompanied upon delivery by the unit's manufacturer's/Vendor's executed warranty or service policy.

**PREBID ADDENDUM
7012EC08**

TRAILER MOUNTED SOLAR POWERED ELBCTRIC ARROWBOARD

CHANGES TO BIDDER'S EVALUATION REPORT:

FROM:

NOTE TO BIDDER: Last Sentence

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

TO:

NOTE TO BIDDER: Last Sentence

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

X4.2 DELIVERY

X4.2.1 NO CHANGE REQUIRED

X4.2.2 NO CHANGE REQUIRED

X6.2 NO CHANGE REQUIRED

FROM:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED WITH YOUR BID

TO:

X6.5 WARRANTY AND SERVICE POLICY QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY MANUFACTURER/VENDOR IN ITS ENTIRETY AND SUBMITTED PRIOR TO DELIVERY OF PILOT

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: **7012EC08** Date: **1/12/2012 10:30**

Project Description: **TRAILER MOUNTED SOLAR POWERED ARROWBOARD**

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

| | |
|---------------------------|---------------------------------------|
| Firm Name: | WEST VIRGINIA TETRAK CO. |
| Firm Address: | P.O. BOX 4473 CHARLESTON, WV 25322 |
| Representative Attending: | GARY GRAY |
| Phone Number: | 304-346-5301 |
| Fax Number: | 304-346-5305 |
| Email Address: | gary@wv.tetra.com |

| | |
|---------------------------|--------------|
| Firm Name: | Angie Mipman |
| Firm Address: | DOH |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

| | |
|---------------------------|-----------------------------|
| Firm Name: | Solar Tech |
| Firm Address: | Catonia Rd Allentown, PA |
| Representative Attending: | Kevin Vinoc |
| Phone Number: | 610 428 3719 |
| Fax Number: | |
| Email Address: | Kevin@solartech.com |

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

| | |
|---------------------------|--|
| Firm Name: | Woot Area Protection Corp |
| Firm Address: | 2500 Production Dr P.O. Box 4087 Saginaw, MI 48604 |
| Representative Attending: | Lisa P. Booth |
| Phone Number: | 304-453-5636 |
| Fax Number: | 304-453-5635 |
| Email Address: | Highway Safety@wta.com |

| | |
|---------------------------|--------------|
| Firm Name: | INDEPENDENCE |
| Firm Address: | |
| Representative Attending: | |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: 7012EC08

Date: 1/12/2012 10:30

Project Description: TRAILER MOUNTED SOLAR POWERED ARROWBOARD

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

| | |
|---------------------------|--------------------|
| Firm Name: | <u>GLVDA</u> |
| Firm Address: | <u>Duck</u> |
| Representative Attending: | <u>[Signature]</u> |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

| | |
|---------------------------|--|
| Firm Name: | <u>Logan Corporation</u> |
| Firm Address: | <u>22 Meakin Rd. Nitro, WV 25143</u> |
| Representative Attending: | <u>[Signature]</u> |
| Phone Number: | <u>304-759-4800</u> |
| Fax Number: | <u>304-759-4817</u> |
| Email Address: | <u>gcampbell@logancorp.com</u> |

| | |
|---------------------------|----------------------|
| Firm Name: | <u>NV Ditch</u> |
| Firm Address: | <u>Equipment Div</u> |
| Representative Attending: | <u>[Signature]</u> |
| Phone Number: | |
| Fax Number: | |
| Email Address: | |

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

| | |
|---------------------------|---|
| Firm Name: | <u>Protection Services, Inc</u> |
| Firm Address: | <u>1079 Hackers Creek Rd JANE LEW, WV 26376</u> |
| Representative Attending: | <u>[Signature]</u> |
| Phone Number: | <u>301-724-6300</u> |
| Fax Number: | <u>301-722-5455</u> |
| Email Address: | <u>cdawson@protection-services.com</u> |

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

EXHIBIT 10

REQUISITION NO.: 7012EC08

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..X...

NO. 2 ..X...

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATTIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Greg S. Nell
SIGNATURE

Protection Services Inc.
COMPANY

1/30/12
DATE

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Protection Services Inc.

Signed: Craig S. [Signature]

Date: 1/30/12

Title: Vice President

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

RFQ No. 7012EC08

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Protection Services Inc.

Authorized Signature: *[Signature]* Date: 1/30/12

State of Pennsylvania

County of Dauphin, to-wit:

Taken, subscribed, and sworn to before me this 30 day of JANUARY, 2012.

My Commission expires MAY 24, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JOAN A. MARCELAIS, Notary Public
Susquehanna Twp. Dauphin County
My Commission Expires May 24, 2014