

# FAX

**Date:** 06/08/2022

**Pages including cover sheet:** 34

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**NOTE:**

John Thomas Inc CRFQ 0803 DOT2200000171

06/08/22 09:12:12  
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**Anne Brousil | CRM**

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

State of West Virginia  
Centralized Request for Quote  
Equipment

Proc Folder: 1037406		Reason for Modification:	
Doc Description: Trailer Mounted Portable Traffic Light			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-16	2022-06-08 13:30	CRFQ 0803 DOT2200000171	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
Vendor Name: John Thomas Company  
Address: 1560 Lovett Drive  
Street:  
City: Dixon  
State: IL Country: USA Zip: 61021  
Principal Contact: Rick Yurko / Anne Brousil  
Vendor Contact Phone: 888-447-7263 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor Signature: FEIN# 36-1857196 DATE 6/8/22

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

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office. (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Revised 04/01/2022

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

State of WV  
1900 Kanawha Blvd. E., Bldg. 5  
Charleston, WV 25305



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-I-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety, understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-67, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



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

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(l) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

Revised 04/01/2022

**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.



(Name, Title) Rick Yurko Eastern Regional Sales  
 (Printed Name and Title) Rick Yurko Eastern Regional Sales  
 (Address) 1560 Lawett Dr Dixon, IL 61021  
 (Phone Number) / (Fax Number) 888-447-7263  
 (email address) ryurko@jtitraffic.com


**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

John Thomas Company  
 (Company)  
Anne Brousil National Sales Manager  
 (Authorized Signature) (Representative Name, Title)  
Anne Brousil National Sales Manager 6/8/2022  
 (Printed Name and Title of Authorized Representative) (Date)  
888-447-7263 815-288-3432  
 (Phone Number) (Fax Number)  
abrousil@jtitraffic.com  
 (Email Address)

**VENDOR:** \_\_\_\_\_ **Class 841**

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Trailer Mounted Portable Traffic Light	ADDCC PTS2000	10	\$27,748.00	\$277,480.00
<b>Total Bid Cost</b>					<b>\$277,480.00</b>
<b>Bid Will Be Awarded To The Lowest Overall Bid Total For All Items</b>					
<b>Vendor Information</b>					
Company Name: John Thomas Company					
Contact Manager: Rick Yurko / Anne Brousil					
Address: 1560 Lovett Drive, Dixon, IL 61021					
Phone: 888-447-7263 x 102					
Fax: 888-335-3948					
E-mail: ryurko@jtitraffic.com					
Signature: 					

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Equipment
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Proc Folder: 1037400 Doc Description: ADDEMDUM NO_1 Trailer Mounted Portable Traffic Light	Reason for Modification: ADDEMDUM NO_1 Vendor Questions and Responses
Proc Type: Central Master Agreement	
Date Issued: 2022-05-17 Solicitation Closes: 2022-06-08 13:30 Solicitation No: CRFQ 0803 DOT2200000171 Version: 2	

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:


Vendor Name: John Thomas Company  
 Address: 1560 LOUETT DRIVE  
 Street:  
 City: Dixon  
 State: IL Country: USA Zip: 61021  
 Principal Contact: Rick Yarka  
 Vendor Contact Phone: 888-447-7263 Extension:

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor Signature:  FFIN# 34-1857196 DATE 6/8/2022

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

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25308-0130	<b>State of West Virginia</b> <b>Centralized Request for Quote</b> <b>Equipment</b>
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<b>Proc Folder:</b> <b>Doc Description:</b> <b>Proc Type:</b>	1037406 ADDENDUM NO_1 Trailer Mounted Portable Traffic Light Central Master Agreement	<b>Reason for Modification:</b> ADDENDUM NO_1 Vendor Questions and Responses
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<b>Date Issued</b> 2022-05-17	<b>Solicitation Closes</b> 2022-06-08 13:30	<b>Solicitation No</b> CRFQ 0803 DOT2200000171	<b>Version</b> 2
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**BID RECEIVING LOCATION**


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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** John Thomas Company  
**Address:** 1500 LOUETT DRIVE  
**Street:**  
**City:** Dixon  
**State:** IL **Country:** USA **Zip:** 61021  
**Principal Contact:** Rick Yerke  
**Vendor Contact Phone:** 888-447-7263 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature:**  **FEIN#** 34-1857196 **DATE** 4/8/2022

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1  
 Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.  
**REQUEST FOR QUOTATION:**  
 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 Lights Set, Horizon Signal SQ3TS Or Equal, VER-MAC TLD-3612G3 Or Equal, North American Traffic PTL 2.4X Or Equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trailer Mounted Portable Traffic Lights	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161504			

**Extended Description:**  
 Trailer Mounted Portable Traffic Lights

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Prebid 10:00am - Equipment Div. Buckhannon WV	2022-05-26
2	Tech Questions due by 10:00am	2022-06-02

**SOLICITATION NUMBER: CRFQ DOT2200000171****Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000171 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Additional Documentation:**

Vendor Questions and Responses

Bid Opening remains 06/08/2022 at 1:30pm

**Terms and Conditions:**

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

**ADDENDUM FOR PRE-BID****CRFQ 0803 DOT2200000171****TRAILER MOUNTED Portable Traffic Light**

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

1. 3.2.1.1 The vendor is responsible to furnish a full matrix trailer mounted solar powered message board light that is properly engineered and that confirms to all and any laws governing such equipment.

Answer: Yes, we will change this to read: The vendor is responsible to furnish a trailer mounted portable traffic light that is properly engineered and that confirms to all and any laws governing such equipment.

**2. 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, trouble-shooting 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.



**Question: Should Bidder Understand:**

**A. That there will be multiple PO's?**

**Answer: Yes there is a possibility of multiple PO's**

**B. That each PO will have its own delivery address? Multiple delivery sites will greatly complicate the delivery process and will add significant expense, if vendors must assume that there may be as many delivery addresses as units**

**Answer: All Deliveries will be to the WVDOH Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV.**

**C. That training will be required at all district shops that issue their own PO's? Multiple training sites will add significant expense, if vendors are forced assume that there may be as many delivery address as units.**

**Answer: All training is always done at the WVDOH Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000171**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

John Thomas Company

Company

[Signature]

Authorized Signature

6/8/2022

Date

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



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

State of West Virginia  
Centralized Request for Quote  
Equipment

Proc Folder: 1037406

Doc Description: ADDENDUM NO\_2 Trailer Mounted Portable Traffic Light

Reason for Modification:

ADDENDUM NO\_2  
Attach Pre-Bid Sign in Sheets

Proc Type: Central Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2022-06-02

2022-06-08 13:30

CRFQ 0803 DOT2200000171

3

BID RECEIVING LOCATION

BID CLERK

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

VENDOR

Vendor Customer Code:

Vendor Name: John Thomas Company

Address: 1560 Love tt Drive

Street:

City: Dixon

State: IL

Country: USA

Zip: 61021

Principal Contact: Rick Yurko

Vendor Contact Phone: 888-447-7263 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor  
Signature X

FEIN#

34-1857196

DATE

6/8/2022

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

**ADDITIONAL INFORMATION**

**ADDENDUM NO\_2**

Addendum No\_2 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

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 Lights Set, Horizon Signal SQ3TS Or Equal, VER-MAC TLD-3612G3 Or Equal, North American Traffic PTL 2.4X Or Equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO**

**SHIP TO**

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION RT 33  
83 BRUSHY ROAD  
CROSSING, PO BOX 610  
BUCKHANNON WV  
US

DIVISION OF HIGHWAYS  
EQUIPMENT DIVISION  
83 BRUSHY FORK RD  
CROSSING  
BUCKHANNON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trailer Mounted Portable Traffic Lights	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
46161504			

**Extended Description:**

Trailer Mounted Portable Traffic Lights

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Prebid 10:00am - Equipment Div. Buckhannon WV	2022-05-26
2	Tech Questions due by 10:00am	2022-06-02

**SOLICITATION NUMBER: CRFQ DOT2200000171****Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000171 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Additional Documentation:**

Pre-Bid Sign-In Sheets

Bid Opening remains 06/08/2022 at 1:30pm

**Terms and Conditions:**

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

# Pre-Bid Sign-In Sheet

**Solicitation Number:** CRFQ 0803 DOT2200000171  
**Date of Pre-Bid Meeting:** May 26, 2022 10:00 A.M.  
**Location of Prebid Meeting:** Buckhannon WV Equipment Division

**Please Note:**  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
JERRY THOMAS INC.	RICE YARRO	1560 LOVETT DR. DIXON, IL 61021	988-447-7263	988-385-7948	RYURSCO@JTTTRAFFIC.COM
Ver-mac	Tommy Lockwood	3479 Pollok Dr. Conroe, TX 77303	(336) 250-0494	(418) 654 1303	tommy.lockwood@ver-mac.com
Mid Atlantic Maintenance	Cameron Morrison	3164 Southern Hwy Mineral Wells, WV 26150	304 906 4010	304 489 7214	cmorrison@midatlanticusa.com
Horizon Signal	Brian Watson	5 Corporate Blvd Kearney, NE 68907	217-566 2620		bwatson@horizon-signal.com
National Capital Int.	Joe Senddorfer	5175 Kankakee Wm. Bingham MD 20710	301 343 2234	301 779 7644	joe@natcap.com

**\*One Vendor Per Representative - 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.**

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ 0803 DOT2200000171  
 Date of Pre-Bid Meeting: May 26, 2022 10:00 A.M.  
 Location of Prebid Meeting: Buckhannon WV Equipment Division

**Please Note:**


Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
WVDOH	Pam Hall	83 Brushy Fork Rd Buckhannon	304-471-0139		pam.hall@wv.gov
WVDOH	JD Haller		304-471-0139		jd.haller@wv.gov
WVDOH	Justin Goshin	83 Brushy Fork Rd Buckhannon	304-471-0139		justin.goshin@wv.gov

**\*One Vendor Per Representative - 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.**

**TOMMY LOCKWOOD**  
SOUTHEAST REGIONAL SALES MANAGER

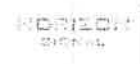
291 BIRCH HEDGE DR. WEXFORD, VA 22784  
 336.256.0494  
 1.800.485.7445  
 TOMMY.LOCKWOOD@VER-MAC.COM  
 WWW.VER-MAC.COM




ROADWAY SAFETY  
TRAFFIC CONTROL  
ANALYSIS

**RICK WIKROD**  
 P 815.472.2689  
 C 703.635.4812  
 1350 Lovett Drive, Dillon, IL 61021  
 rwikrod@jti.com

**BRIAN WATSON**  
 EASTERN REGIONAL SALES MANAGER  
 bwatson@horizonsignal.com  
 800.852.8796 x417  
 267.566.2620  
 5 Corporate Blvd, Reading, PA 19608  
 horizonsignal.com



**NATIONAL CAPITAL INDUSTRIES**

Joe Sandberger  
Sales Manager  
Pike & Hamilton

Construction Materials  
Highway Safety & ITS Products  
General Tech & Supplies

D: 910.667.0300  
C: 910.667.0211  
jcsand@nci.com



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000171**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input 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 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 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.

John Thomas Company  
Company

[Signature]  
Authorized Signature

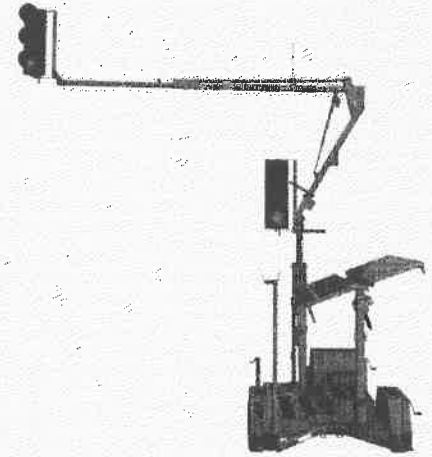
6/8/2022  
Date

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

# ADDCO PTS-2000™

## THE EASIEST TO DEPLOY AND USE PORTABLE TRAFFIC SIGNAL

The ADDCO PTS-2000 is the most advanced and easiest to deploy portable traffic signal system available. It features a fully automated electric mast that can be raised into position with the flip of a switch. One person can set up the ADDCO PTS-2000 system in seconds without entering the traffic path.



### NEMA TS5-TR1 PORTABLE TRAFFIC SIGNAL

The ADDCO PTS-2000 system consists of two or more trailers, controlling up to 16 traffic phases and employing up to 30 signal trailers. Each trailer features a bank of batteries with solar recharging, two signal heads, an integrated radio with solid state signal control and a scaling redundant conflict monitoring system. The signals are capable of operating under manual or automatic control.

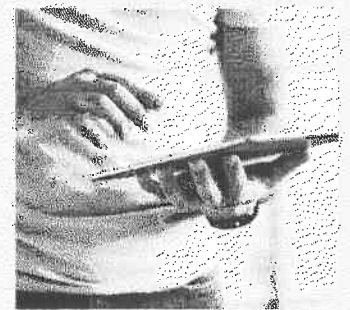


### EASY TO USE GALAXY OPERATING SYSTEM

The Galaxy Controller is capable of driving a single temporary signal or an entire network. Users can program and store everything from simple flagger functions to complex 16 phase intersections. The controller features wireless programming and operation; monitors and manages power consumption; and stores a library of programs for the complete range traffic control scenarios.

### COMPREHENSIVE REAL-TIME REMOTE MONITORING

When you buy or rent portable traffic signals from JTI, you have the peace of mind knowing we have your back any time of the day or night. Our Galaxy Remote Monitoring System (RMS) option enables you to monitor your portable traffic signals in real time and receive text or email alerts. JTI also offers Galaxy RMS Plus, which also enables our technical support team to work with your traffic control engineers to make programming adjustments and resolve any issues from anywhere and at any time 24/7.



# ADDCO PTS-2000™

THE EASIEST TO DEPLOY AND USE PORTABLE TRAFFIC SIGNAL

## FEATURES

JTI can customize the ADDCO PTS-2000 to match any state specification, including signal head visor/door color/material, trailer harness plugs, LED brand, and signal head configuration (turn arrows, etc.).



STANDARD FEATURES	AVAILABLE OPTIONS
<b>Trailer / Mast &amp; Arm</b> <ul style="list-style-type: none"> <li>» Heavy-duty, ASTM A500B, structural steel tubing</li> <li>» Frame steel tubing size: 4" x 2" x 3/16"</li> <li>» Fenders bolt-on heavy-duty 12-gauge steel</li> <li>» Drop axle and electric brakes</li> <li>» Heavy duty drop log jacks</li> <li>» Electric actuators for mast lift and arm extension</li> <li>» Retractable and lockable tongue</li> <li>» Lifting eye for trailer placement</li> <li>» Designed to tow in tandem or individually</li> <li>» Non-slip treads</li> </ul>	<ul style="list-style-type: none"> <li>» Custom colors</li> <li>» Galvanized finish</li> <li>» Hydraulic actuators</li> <li>» Hitch style and size</li> <li>» Manual extension arm for 3-section lighthead</li> <li>» Manual extension arm for 5-section lighthead</li> <li>» Electric actuator for moving extension arm</li> <li>» Upper auxiliary control mount (for extension arm)</li> <li>» Tool Box (with single battery box configuration only)</li> <li>» External security light</li> </ul>
<b>Power</b> <ul style="list-style-type: none"> <li>» Completely self contained power supply</li> <li>» Eight (8) 6-volt batteries standard (one battery box)</li> <li>» Approximately 900 Amp-hours capacity at 12V</li> <li>» Two (2) 160W solar panels standard (320W total)</li> <li>» Onboard auxiliary 110/120V AC charger</li> <li>» Weatherproof and lockable battery enclosure</li> </ul>	<ul style="list-style-type: none"> <li>» Additional battery box with eight (8) 6v batteries</li> <li>» Additional solar array configurations available from 320W to 640W</li> </ul>
<b>Signal Heads</b> <ul style="list-style-type: none"> <li>» Two signal heads per trailer (one high and one low)</li> <li>» 3-section signal heads</li> <li>» Fixed arm equipment</li> <li>» 12" diameter, standard ITE approved LEDs</li> <li>» Light heads rotate 180° in 10° increments</li> </ul>	<ul style="list-style-type: none"> <li>» Bark plates</li> <li>» Signal head visor/color/material</li> <li>» Signal head configuration (turn arrows, etc.)</li> <li>» Third light head with static upper arm auxiliary mount</li> <li>» Pedestrian crossing signal</li> <li>» Countdown timer</li> </ul>
<b>Galaxy Controller</b> <ul style="list-style-type: none"> <li>» Includes Galaxy Operating System</li> <li>» Wireless programming and operation</li> <li>» Run up to 16 traffic phases</li> <li>» Radio-interconnect up to 30 signal trailers</li> <li>» Embedded conflict monitor</li> <li>» Store up to 20 pre-set signal programs</li> <li>» Lockable metal control cabinet</li> </ul>	<ul style="list-style-type: none"> <li>» Galaxy Wireless Interface System (for knockdowns)</li> <li>» Galaxy Remote Monitoring System (RMS)</li> <li>» Galaxy remote control</li> <li>» Galaxy Station Control System</li> <li>» Pilot car operation</li> </ul>

## OTHER OPTIONS

- Video, Doppler, and Microwave motion sensors
- Galaxy Wait Time/Fault Display System
- Pre-emption (emergency vehicle)

## CERTIFICATIONS

- » NEMA TS 5 TR1 Portable Traffic Signal
- » 90 mph wind load certified
- » NATM certified

## SPECIFICATIONS

- » Deployed Height (pavement to bottom of upper signal head): 17'6"
- » Deployed Height (pavement to bottom of lower signal head): 9'7"
- » Transport Height (pavement to highest point on trailer): 8'5"
- » Width (at widest point): 7'0"
- » Length (tongue extended): 16'6"
- » Length (tongue stowed): 12'5"
- » Length (tandem tow configuration): 28'8"
- » Distance (lateral spacing between signal heads): 10'7"
- » Distance (between edge of trailer and upper signal head): 7'7"
- » Distance (between pavement and top of upper signal head): 21'4"
- » Gross Weight: 3,040 lbs



Call: 800.447.7263 or visit [JTITraffic.com](http://JTITraffic.com)

