



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
708EC006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2007				

BID OPENING DATE: 11/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-96		
TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD OPEN END CONTRACT PROVIDE TRAILER MOUNTED SOLAR POWERED ELECTRIC ARROWBOARD PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID CONFERENCE SHALL BE HELD AT THE PURCHASING DIVISION'S CONFERENCE ROOM, 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305, ON 11/14/07 AT 10:00 A.M. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL 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. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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<p>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 SUPPLIES BY THE 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</p>						

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<p>BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p>						

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<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p>						

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	REV. 11/96					
	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).					
	A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:					
	<input type="checkbox"/> 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					
	<input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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					
	<input type="checkbox"/> BIDDER IS A CORPORATION 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					

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<p>BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p>						

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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***** THIS IS THE END OF RFQ 708EC006 ***** TOTAL:						_____

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

10

PROCUREMENT SPECIFICATIONS
NO. 839-1-K

OPEN END CONTRACT
TRAILER MOUNTED, SOLAR POWERED ELECTRIC ARROWBOARD

1.0 PURPOSE

It is the purpose of these specifications to describe a Trailer Mounted, Solar Powered Electric Arrowboard (hereinafter referred to as a "unit") to be purchased for use by the West Virginia Division of Highways (DOH) on an Open End Contract basis.

2.0 BIDDING PROCEDURES

The current purchasing procedures regarding bidding as established by the Department of Administration, Purchasing Division, shall apply. Failure to submit the "Request for Quotation" forms, complete in its entirety and according to directions indicated, may subject the bidder to disqualification. **Each bid submitted shall also be accompanied by a Bidder's Evaluation Report completed in detail.** Addendums in order, along with exception sheets, should be with Bidder's Evaluation Report. **FAILURE TO SUBMIT THE BIDDER'S EVALUATION REPORT, COMPLETE IN ITS ENTIRETY, MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

3.0 SPECIFICATIONS

The specifications named herein, mandatory and non-mandatory, establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor.

3.1 EXCEPTIONS TO NON-MANDATORY SPECIFICATIONS

Exception to a non-mandatory unit specification may be made by the bidder, providing the exception is not available from the manufacturer. **Any such exception must be noted on the bidder's evaluation report and should be accompanied by supporting documentation/literature from the manufacturer.** **Any exception must be indicated on a separate attachment to the bidder's evaluation report and labeled as "Exception to Specifications"** The state reserves the right to determine whether the stated exception does or does not reduce the quality and performance of the unit. Failure to provide information for any exceptions may be grounds for rejection of the bid. The state reserves the right to waive minor irregularities in bids or specifications in accordance with §148-1-4(f) of the WV Legislative Rules and Regulations.

3.2 MANDATORY SPECIFICATIONS

All specifications preceded by "shall and/or must" or are stated as a "minimum and/or maximum" are mandatory. Any bid failing to meet any mandatory item shall be immediately disqualified. Failure to respond in the appropriate evaluation section may also be grounds for immediate disqualification at the discretion of the State.

A mandatory pre-bid conference is scheduled for this equipment purchase as stated in the RFQ. Vendors having products with variations or exceptions in specified mandatory items are expected to address any such variations or exceptions during the pre-bid conference. **The State shall review and consider any such variation or exception, and may at its sole discretion, issue an addendum to change mandatory specifications deemed to be in the State's best interest. Bids from any vendor failing to attend the mandatory pre-bid shall be disqualified. Bids containing any variation or exception to a mandatory specification that was not addressed during the pre-bid conference and accepted by the issuance of an Addendum shall be disqualified.**

4.0 REPRESENTATIVE UNIT FOR TEST

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

4.1 CONDITION OF UNIT(S) UPON DELIVERY

All units must arrive at the prescribed delivery point having been completely preserviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.

4.2 DELIVERY

Delivery point of the completely assembled representative unit will be the DOH, Equipment Division, Route 33 at Brushy Fork Road, Buckhannon, West Virginia (26201).

The vendor is responsible for guaranteeing delivery of the completed units within the time specified and agreed to by the State. Delivery is preferred within 35 days after receipt of purchase agreement. The vendor is responsible for establishing and coordinating delivery terms with allied manufacturers or suppliers. **Delivery terms shall be stated in the bid and the State reserves the right to accept or negotiate such terms.** Failure to reach an agreement may result in rejection of the bid. **The successful bidder shall provide their manufacturer's confirmation of the order to the WVDOH**

contact person within seven (7) working days after receiving the approved purchase order.

A completed pilot model for inspection must be provided within 20 calendar days after receipt of the purchase agreement by the successful vendor.

Delivery is an integral part of this specification and failure to comply will be cause to initiate a D.O.T. Administrative Form WV-82, Vendor Performance Form. The WV-82 Form will provide a means of officially notifying the Purchasing Division and the vendor of unsatisfactory performance; such as late deliveries, poor service, inadequate parts supplies, etc.

The decision to initiate subject Form will be at the sole discretion of the D.O.H. Commissioner's established Equipment Review Board.

Issuance of the WV-82 Vendor Complaint Form on unsatisfactory delivery against any vendor will be cause to refuse to consider similar items from those vendors on future Request For Quotations.

(NOTE: Delivery time could be altered due to labor strikes, severe inclement weather conditions, etc.)

5.0 AWARD CRITERIA

- 5.1 DOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. **The award shall be made to the lowest unit cost vendor that meets or exceeds the specifications.**

Prices for the units shall be in quantities of 1-10, 11-20, and 21 and over. However, for evaluation purposes, we will use quantities 1-10. DOH reserves the right to place multiple orders in any quantity.

6.0 SPECIFICATIONS AND GUIDELINES - GENERAL

6.1 IDENTIFICATION OF THE UNIT BEING PROPOSED

The bidder must identify the unit by manufacturer, model, series, and year of manufacture, in the bid to enable identification by DOH in the manufacturer's specifications of the proposed unit. The bidder will submit complete descriptive literature of the proposed unit, to establish that the bid is the manufacturer's most current model, including latest engineering improvements, which have been, or will imminently be, regularly advertised and sold on the open market. The unit specified herein and offered to be manufactured after January 1, 2007 and be clearly identified and marked with date of manufacture.

6.2 OPERATING AND SERVICE MANUALS AND PARTS LISTS

An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and Equipment Preventative Maintenance Questionnaire (as shown in X6.2 of the Bidder's Evaluation Report) must be with pilot unit upon delivery. In addition, there must be 12 service, shop, or maintenance manuals; ten (10) to be distributed to the Districts and two (2) for the Equipment Division. Also,

there must be 14 parts manuals; ten (10) to be distributed to the Districts and four (4) for Equipment Division use. CD ROM is preferred in lieu of parts manuals.

* **NOTE: MANUALS SHALL BE DELIVERED UPON COMPLETION OF DELIVERY OF TOTAL UNITS. FAILURE TO DO SO WILL DELAY PAYMENT.**

6.3 TRAINING:

Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator and Mechanic Training. **In order to keep the operators and mechanics updated, the successful vendor shall conduct training with each purchase order against this open end contract.** Training is preferred within 2 working days after delivery of the pilot unit on the individual purchase order.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to Letha Lamb, WVDOH Training Academy, Post Office Box 610, Buckhannon, West Virginia 26201 prior to delivery of the pilot.

The seminar to be held at the W. Va. Division of Highways, Equipment Division, Buckhannon, West Virginia.

6.4 PREVENTIVE MAINTENANCE AND OPERATOR PROCEDURES:

Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc.

The successful vendor shall furnish all training aids; i.e., videos, projectors, etc. required in conducting the training.

6.5 WARRANTY AND SERVICE POLICY

The Manufacturers warranty or service policy is to apply to the unit. Such warranty or service policy is to be recognized at any authorized unit dealer, representing manufacturer of proposed unit throughout the State of West Virginia. The applicable warranty or service policy will not be contingent upon obtaining routine service, lubrication, and servicing of the unit from factory authorized agencies. It will be the responsibility of the bidder to have available labor to repair or replace any defective replacement parts, components and materials, and to have available those replacement parts, components, and/or materials found to be defective during the terms of the warranty period. The bidder should state the labor rates, locations where parts will be stocked, availability of parts, and discounts offered for parts, when terms of the warranty offer a pro-rated cost for parts and labor. In addition, the successful bidder should offer field work to repair or replace defective parts, components, and materials found to be defective during the terms of the warranty and should provide mechanic's travel rates, mileage charges, field mechanic rates, and any surcharge for miscellaneous items, if applicable, for field work during the warranty period. Submit to Division of Highways any technical or engineering improvements during the term of the warranty. **The unit**

must be accompanied upon delivery by the unit's manufacturer's executed warranty or service policy.

A mandatory minimum two (2) year bumper to bumper basic parts and labor warranty is required for this unit.

THE "WARRANTY AND SERVICE POLICY QUESTIONNAIRE" ATTACHED IN THE BIDDER'S EVALUATION REPORT MUST BE COMPLETED IN ITS ENTIRETY BY THE SUCCESSFUL BIDDER OR MANUFACTURER PRIOR TO DELIVERY OF THE PILOT MODEL. (SEE SECTION X6.5 OF BIDDER'S EVALUATION REPORT).

6.6 EVALUATION COMMITTEE REQUIREMENTS

Detailed component specifications, product literature, component models, required for specification compliance determination by the Evaluation Committee should be provided with each bid. Any information supplied that is contrary to/or conflicting with the specifications and/or attached Bidders Evaluation Report may be sufficient cause for rejection of bid.

6.7 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.

All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified, and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

7.0 SPECIFICATIONS OF THE QUOTED UNIT ARE AS FOLLOWS:

Unit shall have built in auxiliary battery charger which would enable the batteries to be hooked up to an AC power source at the storage yard or off of a generator in the field so that the batteries could be fully charged. Charge time and charger version shall be based on the manufacturers battery configuration.

7.1 Arrowboard:

7.1.1 The arrowboard to be a weather-tight panel approximately 48 inches high by 96 inches wide.

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

7.1.3 The face of the panel should be flat back with 15 hooded lamps.

7.1.3.1 Lamp shall be five (5) inch amber LED with minimum angularity of 33 degrees.

7.1.4 The unit to have the capability of the following modes of operations:

7.1.4.1 Right Arrow - ten (10) lamps flashing in unison.

7.1.4.2 Left Arrow - ten (10) lamps flashing in unison.

7.1.4.3 Double Arrow - five (5) lamps in each arrowhead and three (3) lamps in shaft, all flashing in unison.

7.1.4.4 Warning Bar - seven (7) horizontal lamps flashing in unison.

7.1.4.5 Four Point Caution - four (4) outermost corner lamps flashing in unison.

7.1.4.6 Indicator Lights on back of panel.

7.1.5 The flash rate should be 30 fpm and the flash cycle time to be two (2) seconds with 50 percent on time.

7.1.6 The unit should reduce lamp brightness when the ambient light level drops below five (5) foot candles, plus or minus one (1) foot candle, **and shall increase lamp brightness when the ambient light level increases to five (5) foot candles, plus or minus one (1) foot candle.**

7.1.7 Unit should have minimum legibility distance of one (1) mile.

7.2 Electrical System:

- 7.2.1 **The solar generator shall incorporate a 12 Volt DC Photovoltaic Solar Panel mounted on a self-erecting, automatic positioning device located above the unit.**
- 7.2.2 **The battery bank shall be of sufficient size and capacity to power the unit for 30 days with no solar assist.**
- 7.2.3 The batteries to be protected to prevent damaged due to overcharging or discharging too deeply at any temperature.
- 7.2.4 The unit to have an external warning light, or other device to indicate when the unit is in need of auxiliary charging prior to arrow shutoff.
- 7.2.5 The battery compartment should be vented, protected by a special acid-resistant finish, and lockable.
- 7.2.6 **The arrowboard controller shall be housed in a weatherproof, lockable enclosure.**
- 7.2.7 **Unit shall be 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.**
- 7.2.8 The unit to be equipped with an hour meter.

7.3 Trailer:

- 7.3.1 The trailer to be equipped with the following:
- 7.3.1.1 2,000 lb. axle with leaf springs.
- 7.3.1.2 Tubeless, standard tread tires and wheels.
- 7.3.1.3 Heavy duty pintle eye hitch
- 7.3.1.4 Adjustable jack stand on trailer tongue.
- 7.3.1.5 Adjustable jack stands to stabilize unit while in operation.
- 7.3.1.6 Approved lighting and safety chains for highway use.
- 7.3.1.7 Heavy duty light wiring for towing of unit with quick disconnect plug Cole Hersee Part Number 12081 male or equal.
- 7.3.1.8 License plate brackets.
- 7.3.1.9 Wheel fenders.
- 7.3.1.10 The arrowboard to be raised and lowered using a hand operating winch (or hydraulic pump and ram) and locked into place using latches of steel pins with keeper chains permanently attached to the unit.

- 7.4 Paint:
- 7.4.1 The unit to be painted the manufacturers standard color except that the arrowboard will be painted flat black.
- 7.5 **Vendor must certify that the arrowboard offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at time of manufacture of the unit.**
- 7.6 Advertising: No visible decals or nameplates or painted on names representing the manufacturer or model number or trademark should appear on the exterior surfaces of the unit. Such logos created through the stamping or casting process of manufacture are accepted.
- 7.7 All other features considered as standard equipment but not specifically addressed above.
- 7.8 Preventive Maintenance & Operator's Training School:

Manufacturers and/or dealers will be required to stage a thorough seminar on each order on the subjects Preventive Maintenance and Operator Training. The seminar should be held at the Equipment Division.

In addition to the operating and service manuals, booklets and pamphlets explaining the Preventive Maintenance and Operator Training procedures to be used by the operators of this equipment are also required. Must include such things as daily prestart inspection procedure, service schedule and routing maintenance required, safety precautions, etc.

Bidder to attach a copy of the proposed program with his bid, state the time required to perform the program, and briefly describe his program.

The successful vendor to furnish all training aids; i.e. videos, projectors, etc., required in conducting the training.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
EQUIPMENT DIVISION

NOTE: Vendor should type
Bidder's Evaluation Report

BIDDER'S EVALUATION REPORT

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

OPEN END CONTRACT
TRAILER MOUNTED, SOLAR POWERED ELECTRIC ARROWBOARD

NOTE TO BIDDER: Procurement Specification No. 839-1-K, 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 exception sheets, 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.: _____

Bidder's Name: _____

Address: _____

Telephone Number: _____

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

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

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

X4.2 DELIVERY:

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

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

X5.0 AWARD CRITERIA;

X5.1 Prices for unit in quantities of

1-10		per unit
11-20		per unit
21 and over		per unit

X6.0 SPECIFICATIONS - GENERAL

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

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

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

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

DESCRIPTION: _____ MAKE: _____

MODEL: _____ YEAR: _____ PURCHASE AMOUNT: _____

ENGINE: MAKE: _____ MODEL: _____ FUEL TYPE: _____

HORSEPOWER: _____ CYLINDER: _____ ENGINE SERIAL: _____

COOLING SYSTEM CAPACITY: _____

BELTS: DESCRIPTION: _____ PART NUMBERS: _____

GVW: _____ AXLE CAPACITY: FRONT: _____ REAR: _____

TIRES: FRONT MAKE & SIZE: _____

REAR MAKE & SIZE: _____

DIMENSIONS OF UNIT: LENGTH: _____ WIDTH: _____ LENGTH: _____

VENDOR CONTACT PERSON: _____ PHONE: _____

PARTS:

BATTERY MAKE: _____ MODEL: _____ CCA: _____

TOP OR SIDE POST: _____ DIMENSIONS: LENGTH _____ WIDTH _____ HEIGHT _____

SPARK PLUGS OR FUEL INJECTORS MAKE: _____ PART # _____

FUEL PUMP OR INJECTION PUMP MAKE: _____ MODEL: _____

ALTERNATOR MAKE: _____ PART #: _____

STARTER MAKE: _____ PART #: _____

TURBO CHARGER MAKE: _____ PART #: _____

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

HYDRAULIC PUMP MAKE: _____ MODEL: _____

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

X6.3 TRAINING:

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

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

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

If NO, explain time frame _____

Will an Operator's Manual be furnished directly to Letha Lamb, 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 included?
_____ YES _____ NO

Describe:

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: _____

Manufacturer: _____ **Model:** _____

X7.1 Arrowboard:

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

Describe weather-tight design and materials used:

Arrow Board panel dimensions: _____ inches high x _____ inches wide

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

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

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

X7.1.4 Modes of operation capability:

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

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

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

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

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

X7.1.4.6 Indicator lights on back of panel _____ 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?
_____ 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?**
_____ YES _____ NO

X7.1.7 Unit's minimum distance of legibility: _____ 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?**
 YES NO
- X7.2.2 Is the battery bank of sufficient size and capacity to power the unit for 30 days without solar assist?**
 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?**
 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: _____

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:

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

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 exceed 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____