



115 Todd Court
Thomasville, NC 27360
Phone: (336) 475-7550
Fax: (336) 475-7900
pscan@precisionscan.com
www.precisionscan.com

October 29, 2007

Dept. of Administration
WV Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Ref: Bid No. 858C2013

To Whom It May Concern::

Thank you for this opportunity to quote you on retroreflectivity readings of pavement markings. Attached find our pricing for your Bid 858C2013 to be received no later than October 31, 2007 at 1:30 p.m. I have enclosed a copy of the completed bid along with Addendum No. 2.

Precision Scan, LLC has been collecting retroreflectivity data for West Virginia DOH for the past eight years. Each year we have collected anywhere from 10,000 to 17,000 line miles of retroreflectivity measurements.

I trust this quote meets your approval and I look forward to being of service to you. If you have any questions or require any additional information, please call me at 336-475-7550. Thank you for considering Precision Scan, L.L.C.

Sincerely,

Jamie Manning
Operations Manager



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
858C2013

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2007				

BID OPENING DATE: 10/31/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
CHANGES TO THE SPECIFICATIONS PER THE ATTACHED.						
BID OPENING DATE AND TIME CHANGED						
FROM: POSTPONE UNTIL FURTHER NOTICE						
TO: 10/31/07 AT 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	RL		832-48		
2007 MOBILE RETROREFLECTIVITY						
***** THIS IS THE END OF RFQ 858C2013 ***** TOTAL:						433,150.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>James Manning</i>	336-475-7550	10/29/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Operations Mgr.</i>	56-2062266	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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

QUALIFICATIONS

READS:

The successful Vendor shall have a minimum of two years experience in providing acceptable mobile retroreflectivity testing of roadway pavement markings. In addition to the two year experience, the Vendor should provide the WVTED demonstrated experience in the form of retroreflectivity testing of a minimum of 5000 line miles with their bid and shall have mobile reflectivity equipment that can test continuous wet pavement markings in accordance with ASTM 2176 and 2177. Vendor will provide demonstration of this capability prior to award of bid.

TO READ:

The successful Vendor shall have a minimum of two years experience in providing acceptable mobile retroreflectivity testing of roadway pavement markings. In addition to the two year experience, the Vendor should provide the WVTED demonstrated experience in the form of retroreflectivity testing of a minimum of 5000 line miles with their bid and shall have mobile reflectivity equipment that can test wet pavement markings in accordance with ASTM E2177. Vendor will provide demonstration of this capability prior to award of bid.



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

Request for Quotation

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PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON
304-558-2402

*709062051 919-475-6600
FLINT TRADING INC
PO BOX 160

THOMASVILLE NC 27361-0160

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/27/2007				

BID OPENING DATE:

10/16/2007

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	RL		832-48		
	2007 MOBILE	RETROREFLECTIVITY				
		OPEN END CONTRACT				
	TO PROVIDE RETROREFLECTIVITY READINGS FOR PAVEMENT MARKINGS ON STATE ROADWAYS, AS PER THE ATTACHED.					
	EXHIBIT 1					
	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 30 DAYS WRITTEN NOTICE.					
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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, 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)					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Jamie Manning	336-475-7556	10/29/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Operations Mgr.	56-2062266	

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



State of West Virginia
Department of Administration
Purchasing Division
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JOHN JOHNSTON

304-558-2402

*709062051 919-475-6600

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09/27/2007				

BID OPENING DATE:

10/16/2007

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SUCCESSIVE ONE (1) YEAR PERIODS.						
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.						
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).						
INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Jamie Manning	336 475-7550	10/29/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Operations Mgr.	56-2062266	

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State of West Virginia
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Request for Quotation

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
09/27/2007						
BID OPENING DATE: 10/16/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
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:						
() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS 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						
() 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 BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Jamie Manning		304-475-7550		10/29/07		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
Operations Mgr.		56-2002206				

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



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON
304-558-2402

*709062051 919-475-6600
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THOMASVILLE NC 27361-0160

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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09/27/2007				

BID OPENING DATE: 10/16/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Donnie Manning</i>	336-475-7550	10/29/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Operations Mgr.</i>	56-2062266	

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



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON
304-558-2402

*709062051 919-475-6600
FLINT TRADING INC
PO BOX 160

THOMASVILLE NC 27361-0160

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED

09/27/2007

TERMS OF SALE

SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

10/16/2007

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: Precision Scan, LLC</p> <p>DATE: 10/29/07</p> <p>SIGNED: Jamie Manning</p> <p>TITLE: Operations Manager</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> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Jamie Manning	TELEPHONE	336-475-7556	DATE	10/29/07
TITLE	Operations Mgr.	FEIN	50-2062266	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN JOHNSTON

304-558-2402

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*709062051 919-475-6600
FLINT TRADING INC
PO BOX 160

THOMASVILLE NC 27361-0160

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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09/27/2007						
BID OPENING DATE: 10/16/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 858C2013</p> <p>BID OPENING DATE: 10/16/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>336-475-7550</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>Jamie Manning</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Jamie Manning		336-475-7550		10/29/07		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		
Operations Mgr.		562062266				

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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Buyer: JJ	Page 2	Req. No: 858C2013
Spending Unit: WV Division of Highways		

GOVERNING SPECIFICATIONS

The West Virginia Division of Highways' Standard Specifications for Roads and Bridges, latest edition, Supplemental Specifications, dated January 1, 2003, Standard Details Book, Volume 2, dated January 1, 1994, the Contract Documents and the Contract Plans are the governing provisions applicable to this project.

DESCRIPTION

The purpose of this Contract is to aid in the inspection of the West Virginia Division of Highway's Pavement Marking Contracts. The Vendor will be provided a list of roadways to be evaluated by the West Virginia Traffic Engineering Division (WVTED). This list will be a sample of roadways that the WVTED will require retroreflectivity readings to be performed. The evaluation shall consist of providing the WVTED with a report indicating the District, County, Route, Milepost, Date, Time, Retroreflectivity in mcd/m²/lux, and appearance of the pavement markings. Where readings fall below the retroreflectivity levels indicated in the Pavement Marking Contracts, the Vendor shall provide a video overlay of the failed section along with the above information. All readings shall be done using a Laserlux 30-meter mobile retroreflectometer CEN geometry with an accuracy of $\pm 15\%$.

QUANTITIES

Quantities are for line miles only. For example, a two-lane, two-way roadway with center line and edge line would pay 3 miles for each mile of roadway. White skip lines will be paid per mile of roadway.

The following estimated quantities are for bid purposes only. Actual quantities will be determined by the needs of the WVDOH-TED and may be increased or decreased.

ITEM	UM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	MI	3,000	Mobil 30-meter retroreflectivity readings - Expressway	13.91	41,730.00
2	MI	17,000	Mobil 30-meter retroreflectivity readings - Rural	18.21	309,570.00
3	MI	100	Mobil 30-meter wet retroreflectivity readings - Expressway	400.00	40,000.00
4	MI	100	Mobil 30-meter wet retroreflectivity readings - Rural	300.00	30,000.00
5	EA	6	Mobilization per job order	600.00	3600.00
6	MI	3,000	Mobilization per mile	2.75	8250.00
CONTRACT TOTAL				→	433,150.00

QUALIFICATIONS

The successful Vendor shall have a minimum of two years experience in providing acceptable mobile retroreflectivity testing of roadway pavement markings. In addition to the two year experience, the Vendor should provide the WVTED demonstrated experience in the form of retroreflectivity testing of a minimum of 5000 line miles with their bid and shall have mobile reflectivity equipment that can test continuous wet pavement markings in accordance with ASTM 2176 and 2177. Vendor will provide demonstration of this capability prior to award of bid.

TRAFFIC CONTROL

Traffic Control shall be in compliance with the manual "Traffic Control for Street and Highway Construction and Maintenance Operations", dated May 2006.

COMPLETION

The Vendor shall have 45 calendar days ARO to complete the work, including the final report. The Vendor shall be assessed liquidated damages per Job Order per Calendar Day in the amount indicated in Section 108.7 of the Standard Specifications.

DATA

All data shall be provided in Excel format in both written and disk form. The Vendor shall provide the WVTED with a sample format for approval prior to commencement of work. The Vendor shall also provide charts showing the retroreflectivity over distance intervals of 528 feet. The charts shall contain 10 miles per 8.5" x 11" page. Where the retroreflectivity of the lines fall below specification the charts shall be provided with 1/2 mile per 8.5" x 11" page. This data may be formatted on CD-ROM for use by the WVTED.

The Vendor shall also provide a profile of the markings indicating the width at 528 foot intervals.

Copies of Pavement Marking Contracts may be obtained by contacting the West Virginia Division of Highways, Traffic Engineering Division, (304) 558-3063.

SPECIAL PROVISION FOR SECTION 204 MOBILIZATION

DELETE SECTION 204.4 AND SUBSTITUTE THE FOLLOWING:

204.4 - METHOD OF MEASUREMENT:

The Method of Measurement will be a lump sum, per each, and/or per mile.

ADD THE FOLLOWING TO SECTION 204.5 - BASIS OF PAYMENT:

When readings are required to be taken, the Engineer will notify the Vendor. The Vendor will then have forty-five (45) calendar days to finish the work. At the end of the first day of work, the Vendor shall be entitled to payment of mobilization consisting of one unit of Item 204003-000. If the job order requires work in a county other than, or in addition to, that which the District Headquarters is located, the Vendor shall be entitled to payment for the number of miles from the District Headquarters to the County Headquarters under Item 204006-000. If the job order requires work in additional counties, the Vendor shall be entitled to payment at the end of the first work day in each county, for the number of miles to that county from the District Headquarters. The Vendor is entitled to payment for mileage to each county only once under any given job order except in the event the Engineer directs work to be done in another county before completion of work in a certain county. Mileage will be based on mileages shown on the mileage map in the Vendor's proposal regardless of the actual location of work within that county.

ADD THE FOLLOWING TO SECTION 204-06 - PAY ITEMS:

ITEM 204003-000 - "MOBILIZATION PER JOB ORDER", PER EACH

ITEM 204006-000 - "MOBILIZATION PER MILE", PER MILE

Project Work Plan

West Virginia DOT Retroreflectivity Data Collection

Location

West Virginia (WV) - Approximately 600 roadway miles (or 3000 line miles) of Interstate and 6,000 roadway miles (or 17,000 line miles) of rural road may be tested over the course of each year's contract. Data collection, according to the bid, will be District based. Exact routes to be measured will be supplied by the WVTED office on an as needed basis.

Time

Data collection may begin at the inception of contract. Data collection(s) may be requested at any time during the contract period. Requested data collection shall be dependent upon the quantity of line miles requested, as well as the weather conditions along the routes to be measured during the contract period.

Weather Conditions

During days of dry weather, every effort will be made to collect the requested data. This may include weekend days. On the days in which work is performed, the Laserlux vehicle shall be operated as described under Data Collection Procedures. On days where weather conditions prevent data collection, alternate locations may be reviewed with respect to better weather conditions, cost effectiveness. The WVTED shall be notified by the crew of the change in location by fax or phone. If it is not practical for the vehicle and crew to relocate for better weather the WVTED shall be notified by fax or phone from the main office. The vehicle and crew will remain on standby at their current location for the conditions to become acceptable.

Pavement Conditions

Acceptable pavement conditions for data collections are:

1. The pavement and markings shall be dry. There shall be no moisture visible on the road surface or markings. If the crew leader cannot make a clear determination regarding the dryness of the pavement markings, the following procedure shall be used to determine whether or not it is dry.
 - 1.1. Three measurements shall be taken on a representative area of the marking.
 - 1.2. The area measured shall be heated using a suitable heating device to remove any moisture that might be present.
 - 1.3. Three more measurements shall be taken on the same area.
 - 1.4. The marking shall be considered dry if the averages from the two measurement groups differ by no more than 2%.
 - 1.5. There shall be no precipitation or excessive moisture in the air. Fog and the condensation of morning dew shall be considered unacceptable weather conditions.

Daylight Conditions

Data shall be collected during daylight hours only. Data collection will begin in the morning as soon as there is sufficient light to provide an digital picture to be required for reporting purposes. Data collection will end that day when the available daylight becomes insufficient for proper digital recording. The crew leader shall make the determination of acceptable daylight based on the picture quality on the video monitor.

Data Collection Routes

The WVTED shall establish the data collection route. A detailed route map should be supplied to the crew preferable one week before the start of the job. It will be assumed that a reasonable effort has been made by the WVTED to create a route that is efficient and cost effective. Before accepting each route, the crew leader will review the route and make recommendations for changes if he/she feels that the efficiency and cost effectiveness can be improved.

Laserlux Vehicle

Data collecting shall be performed using a Laserlux retroreflectometer mounted on an ARAN (or other approved) vehicle. This vehicle has been found to meet all of the bid criteria by a representative of the WVDOT prior to the bid award. The Laserlux instrument shall provide all data specified in the bid, including average retroreflectivity (RL) for each zone of measurement, video overlay of any failed sections, 10 mile and 1/2 mile retroreflectivity charts, and a marking profile scan every 528 feet. The ARAN vehicle shall be outfitted with either a digital camera and recording device to supply the specified final digital recording of sections where the RL falls below specification.

Laserlux Crew

An experienced crew (one or more persons) shall operate the Laserlux vehicle. Specific responsibilities shall be governed by this work plan, standard traffic work zone safety practices as specified by ATSSA, the bid specifications, and the Laserlux operating manual. If more than one person operates as a crew, this crew shall be cross-trained so that the crew people as necessary can share the positions of driver and operator.

If a crew consists of more than one person, than one of the crew shall be designated the crew leader. That person shall retain this designation for the duration of the project barring unforeseen circumstances. The crew leader shall be the primary contact with the main office. They shall also be the primary contact with DOT personnel, as necessary. Other crew leader responsibilities include making decisions regarding weather, pavement conditions, safety, health and well being of the crew, route selection, and the operational status of the Laserlux and vehicle.

Laserlux Calibration

The Laserlux shall be calibrated in accordance with the operating manual for the Laserlux calibration guide. Daily calibration reports shall accompany all daily retroreflectivity data reports to the Vendor Headquarters. Calibration of the instrument will be done under the following circumstances:

- 1) The beginning of a workday immediately preceding the start of data collection.
- 2) Whenever the color of the marking to be measured changes from white to yellow or vice versa.
- 3) Whenever the Laserlux instrument is moved from the right side to the left side or vice versa.
- 4) Whenever the load distribution of the Laserlux vehicle changes significantly.
- 5) If a calibration has not been performed within the past 2 hours.
- 6) If, at the discretion of the crew leader, some event occurs that may have affected the instrument.
- 7) Weekly verification of the calibration blocks, as well as reference the calibration of the Laserlux equipment to the LTL-2000.

Data Reporting - Vendor's Headquarters

At the end of each workday, the crew shall copy all data files onto a CD. A copy of the files shall also be retained on the computer hard drive. The CD shall be labeled with the District, County, and Date of data collection. This information shall then be mailed to the Vendor's Headquarters. Any digital recordings that day shall also be shipped along with the CD to the Vendor's Headquarters.

A daily log of the District, County, Exact routes, Start and Stop Time, Start and Stop Mileage, Lunch break, Calibration data log and Crew location shall be recorded and mailed back with the CD .

Data Reporting - WVTED

The Vendor shall provide relevant data on CD ROM to the WVTED. All designated roadway sections that do not meet the retroreflectivity acceptance criteria as specified for both yellow and white pavement markings in each contract shall be identified and reported by fax or phone to the WVTED. Digital recordings that contain footage under question will be reviewed, with a DVD copy of this section to be made for the WVTED.

A final report with a summary shall be presented to the WVTED denoting retroreflectivity charts, marking profile charts and specified DVD segments of analyzed roadways. This summary shall also include daily log reports.

Maintenance and Repair - Laserlux Vehicle

The crew shall be responsible for routine maintenance of the vehicle during the project. This includes but is not limited to: oil level (once/week), coolant level (once/week), tire pressure (daily), vehicle appearance and cleanliness (daily). The windshield shall be cleaned each time the Laserlux instrument is calibrated or if the windshield becomes soiled.

The Laserlux instrument shall be maintained according to the manufacturer's recommendations. The cleanliness of the front window shall be checked often and cleaned as necessary.

During times when the vehicle is not operating, such as nighttime or bad weather, the Laserlux instrument shall be stored inside the ARAN vehicle.

Data Collection Procedures

The data generated by the Laserlux shall include specific coding information with regard to pavement marking line color, skip or solid line, left or right skip centerlines, etc. Additionally, the WVTED shall require 4 (four) codes that can be designated according to WVTED needs. The WVTED recommends the following denotation for the following:

1. Crack sealer
2. Dirt/Debris
3. Grass (overgrowth) or pavement breakup
4. Line worn out

The testing crew shall mark the "Beginning and Ending" point of each differing roadway with the letters "MB" and a symbolic arrow denoting the direction of the testing zone – both colors shall be painted in fluorescence pink.

The testing crew shall also be responsible for assessing the appearance of the pavement marking line. The driver shall do the appearance evaluation. Markings that do not have a good appearance shall be noted on the daily report sheet.

Data collection shall be obtained at operating speeds not to exceed the posted speed for any section of roadway. When viewing the recorded segments, the average speed (gathered and averaged for each 528 feet) shall always be less than the posted speed limit for that section of roadway and shall not exceed the prevailing advisory speed for any curve or turn located within that 528 foot segment of roadway.

Appendix A

Equipment and Supplies

- Laserlux Van
- Laserlux Instrument
- Crew Leader
- Crew
- Glass Cleaner
- Soft Cloth/Paper Towels
- Extra Lens Covers
- Extra Exterior Communication/Data Cable
- Laptop Computer
- Trash Bags
- White and Yellow Calibration Panels
- LTL X with Accessories
- Safety Vests
- 1 Advance Warning Sign and Sign Stand
- Blank CDs, Formatted, 50
- Blank DVD's
- Shipping/Mailing Labels
- Maps of West Virginia
- Vehicle Compass
- Car Phone
- Vehicle Registration and Insurance Information
- DVD Head Cleaning Kit
- Camera Lens Cleaning Kit
- Daily Report Forms
- Basic Tool Set
 - Ratchet Set
 - Soft Face Hammer
 - Screwdrivers
 - Pliers
 - Tape Measure
 - Multitester with Leads
 - Precision Screw Drivers
- Software Backup Disks
- Jumper Cables
- Spare Tire
- Fix-a-Flat
- Work Coveralls

Appendix B

Contacts and Personnel

WV Traffic Engineering Division

Josh Hemsworth, Bruce Kenney (304) 558-3063

Appendix C

Laserlux Calibration Process

The Laserlux shall be calibrated in accordance with the operating manual for the Laserlux equipment. The Laserlux retroreflectometer shall be calibrated using calibration devices a minimum of once per day. These calibration devices shall in turn be calibrated themselves on a weekly basis at the work site using an LTL2000 30-meter geometry hand-held retroreflectometer with an accuracy of $\pm 5\%$. Daily calibration reports shall accompany all daily retroreflectivity data reports to the Vendor Headquarters. Furthermore, calibration of the Laserlux retroreflectometer will be done under the following circumstances:

1. The beginning of a workday immediately preceding the start of data collection.
2. Whenever the color of the marking material to be measured changes from white to yellow or vice versa
3. Whenever the Laserlux instrument is moved from right side to the left side or vice versa.
4. Whenever the load distribution of the Laserlux vehicle changes significantly.
5. If, at the discretion of the crew leader, some event occurs that may have affected the instrument.

Calibration Procedure -

Locate a site that is flat for at least 15 meters. Since the geometry of the set-up is affected by the orientation of the vehicle, it is necessary to have the vehicle located on as level a surface (both front to back and side to side) as possible. The weight distribution in the vehicle should also closely resemble what it will experience during actual data collection.

Place the center of the short panels on the ground 10 meters from the front of the Laserlux. Place the panel where the actual pavement striping will be with respect to the vehicle during data collection.

Using the height adjustment knobs on the Laserlux mount, vertically position the Laserlux so that the bottom of the Laserlux bracket is five inches above the pavement at the front and back of the unit. Using the aim option, re-aim the laser so it is pointing at the short stripe with the correct weight distribution in the vehicle. Ensure that the values of the calibration panels being measured match the values established on the panels. If they do not, then adjust the calibration factors in the operating software.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

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: Precision Scan, LLC

Authorized Signature: Jamie Manning

Date: 10/29/07