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	PAGE
8593025A	1

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

VENDOR
*A12132932 757-546-3401
OPEN ROADS CONSULTING INC
103 WATSON RD

CHESAPEAKE VA 23320

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2009				

BID OPENING DATE: 09/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		730-78	193,900	193,900

INTEGRATION OF THE CABELL COUNTY 911 SYSTEM

(REBID)
TO PROVIDE INTEGRATION OF THE WEST VIRGINIA DIVISION OF HIGHWAYS TRANSPORATION MANAGEMENT CENTER WITH CABELL COUNTY 911 SYSTEM INSTRUMENTALITY. PER THE ATTACHED SPECIFICATIONS.

EXHIBIT 10

REQUISITION NO.: 8593025A

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO'S:

NO. 1 ..✓.....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

RECEIVED
2009 SEP 15 A 9:40
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE (757)546-3401 DATE 9/11/09

TITLE Vice President FEIN 54-2014845 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. 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 fee.

5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

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	PAGE
8593025A	2

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

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2009				

BID OPENING DATE: 09/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

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.

Stephen L. Belt
SIGNATURE

Open Roads Consulting Inc
COMPANY

9/11/2009
DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Stephen L. Belt	757-546-3401	9/11/2009
TITLE Vice President	FEIN 54-2014845	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
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
8593025A	3

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

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/31/2009				

BID OPENING DATE: 09/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	BUYER:			33		
	RFQ. NO.:			8593025A		
	BID OPENING DATE:			9/14/09		
	BID OPENING TIME:			1:30pm		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:			(757) 546-1832		
	CONTACT PERSON (PLEASE PRINT CLEARLY):			Steve Beckwith		
	****** THIS IS THE END OF RFQ 8593025A ****** TOTAL:					$193,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE 757-546-3401 DATE 9/11/2009

TITLE Vice President FEIN 54-2014845 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
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Request for Quotation

RFQ NUMBER	PAGE
8593025A	1

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

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2009				

BID OPENING DATE: ~~09/16/2009~~ BID OPENING TIME ~~01:30PM~~

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 09/10/09 AT 1:30 P.M.		
				TO: 09/16/09 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	LS	730-78	INTEGRATION OF THE CABELL COUNTY 911 SYSTEM	$93,900	$93,900
				****** THIS IS THE END OF RFQ 8593025A ****** TOTAL:		$93,900

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [signature] TELEPHONE 757-546-3401 DATE 9/11/09

TITLE Vice President FEIN 54-2014845 ADDRESS CHANGES TO BE NOTED ABOVE

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS – TRAFFIC ENGINEERING DIVISION

"911 Center Integration/WVDOH Transportation Center"

1.0 PURPOSE:

To deliver the complete software/hardware Integration of the WVDOH Transportation Management Center's current off-the-shelf (COTS) with the Cabell County 911 Center. This integration would allow a system capable of integrating traffic incident information from multiple existing sources. This system is to give incident responders and traffic managers more complete and timely information to further improve incident response in West Virginia. The system will have the capability to integrate information from 911 centers, traffic operations centers, traffic signal systems and potentially other sources.

All work shall be performed in accordance with WVDOH standards and the WVDOH Statewide ITS Architecture. Intent is to award to one vendor.

The system will provide a common operational picture across all of the areas being integrated. All of the information from all of the various sources will be available in a single, easily understandable interface. By having real-time access to 911 center data, traffic managers will be able to respond more quickly as events occur and situations change. Primary incident responders will have better information on what is happening in neighboring jurisdictions, and will be less burdened by requests for information from traffic managers.

2.0 SPECIFICATIONS:

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

2.1 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 the 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.

3.0 MANDATORY SPECIFICATIONS:

All specifications preceded by "shall, will, and/or must" or are stated as a "minimum and/or maximum" are mandatory as stated in Purchasing Divisions Policies and Procedures. 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.

4.0 AWARD CRITERIA:

WVDOH will recommend the award in accordance with the RFQ evaluation criteria described in the requisition. The award shall be made to the lowest lump sum cost from the vendor that meets or exceeds the specifications.

5.0 GENERAL INFORMATION:

This contract shall consist of all necessary equipment/materials, and labor to integrate the Cabell County 911 system with the WVDOH Transportation Management Center (TMC).

6.0 MATERIALS:

New Items and Warranties: All items must be new products (not used, remanufactured, refurbished, rebuilt or reconditioned, etc.) and are not to contain components that are not newly manufactured, unless specifically stated otherwise in the bid specifications. Bidder warrants all goods and services will meet or exceed applicable drawings specifications, samples and/or other descriptions given to the WVDOH, and will be free of any defects.

All proposed pricing shall include all equipment, product, labor, installation, removal or disposal and delivery. FOB destination.

The Contractor/Vendor shall provide the WVDOH ITS Coordinator with the following information prior to commencing award of the contract:

1. Names and mailing addresses of the suppliers and manufacturers.
2. Product information to be supplied.
3. Written confirmation from the manufacturer that the materials to be supplied meet all specified requirements.

7.0 BONDS AND INSURANCE REQUIREMENTS:

Successful vendor shall furnish proof of Commercial General Liability Insurance and a Certificate from Worker's Compensation prior to issuance of contract.

7.1 BID AND PERFORMANCE BONDS:

BONDS: Five Percent (%) of the total amount of the bid payable to the State of West Virginia shall be submitted with each bid as a bid bond. The successful bidder shall furnish a Performance Bond for 100% of the amount of the contract prior to issuance of contract.

8.0 INDEMNIFICATION:

The firm 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 y the firm, its 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; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

9.0 GOVERNING LAW:

This contract shall be governed by the laws of the State of West Virginia, West Virginia Division of Highway's Standard Specifications, and Supplemental Specifications issued January 1, 2009. The Firm/Contractor shall further agree to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations .

10.0 COMPLIANCE WITH LAWS AND REGULATIONS:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

11.0 SUBCONTRACTS/JOINT VENTURES:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

12.0 TERM OF CONTRACT:

This contract will be effective (date set upon award) and integration shall be complete within four (4) months.

13.0 NON-APPROPRIATION OF FUNDS:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

14.0 CONTRACT TERMINATION:

The State may terminate any contract resulting from this RFQ immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The Sate shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist of all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

15.0 INVOICES AND PAYMENTS:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payments will be made on completed work as defined within the contract.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

16.0 LIQUIDATED DAMAGES:

According to West Virginia State Code 5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of $2,000 per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

17.0 RECORD RETENTION (ACCESS AND CONFIDENTIALITY):

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request within 10 days after receipt of the request. Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any all claims brought by any party attributed to the actions or breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

18.0 SCOPE OF WORK:

18.1 Integration

The system will have the capability to integrate multiple types of traffic incident information. Each information source will have complete control over what data they choose to publish to the system. The initial integrations will only include two 911 systems as noted below.

18.2 911 Computer Aided Dispatch (CAD) Systems

The system will automatically extract information on traffic related events. Extraction will not require any action by the 911 dispatcher. Much of the information in a CAD system is highly sensitive. The extraction will only query data fields which have been approved for integration, and conform to all legal and organizational standards for data sharing. The system will start with integration into the Cabell County 911 systems. The system must be expandable to include future integrations of all existing and future West Virginia 911 systems.

18.3 Traffic Operations Center (TOC) Incident Management (IM) Systems

The system will automatically extract information from the IM system, and, if possible, inject information from other sources into the IM system.

18.4 Traffic Signal Systems

The system will have the capability to automatically extract information on signal events which are relevant to incident management and response. Some examples of those events are: signal failures, railroad preemptions and incident responder priority preemptions. The specific types of events and information that is available will depend on the characteristics of the signal system.

18.5 Other Sources

Other potential future data sources could include: transit systems, weather sensors and other ITS field devices. Where possible the system will be expandable to integrate data from sources such as these.

18.6 Standards and Middleware Based

To maintain the vitality and flexibility of the system now and in the future it is critical that the architecture is extensible and that the data formats are open.

A middleware architecture is a technique for integrating multiple systems. Under a middleware approach the cooperating systems do not communicate with each other directly. Instead each system communicates with a single common interface component (the middleware). This way when one of the cooperating systems changes all of the other systems are unaffected. The

West Virginia system is a middleware architecture system. The proposed system must be compatible with and integrate into the existing West Virginia TMC System.

The system will conform to all relevant data standards. This will maximize the opportunities for the system to work with other systems in the future and respond to changing needs.

The two most significant data standards for traffic incident management are the Common Alerting Protocol (CAP) and the IEEE 1512 family of standards. The system will be able to deliver all event data in either of those standards. The Emergency Data Exchange Language (EDXL) is also an important standard for emergency response data. All system messages will be wrapped within EDXL packets.

18.7 Data Presentation Clients

The system provides value only if operators and responders can use the system to make good decisions. For that to happen, the system must deliver the information from all the various systems in a useful and comprehensible manner. The data presentation clients will provide data in both a graphical, map-based view and a tabular data view. The map based view will contain icons for all active events known to the system, and will provide detailed information on the events when the icon is selected or rolled over. The tabular view will contain a sortable table containing event data. Links on each event will allow the user to get more detailed information or zoom to the event on the map view. System users will be able to view all event data in the form that is most useful to them.

For information to be useful it must not be overwhelming. In integrating data from so many sources the system runs the risk of cluttering the display with so much information that the operator cannot absorb anything. The system will allow individual users to set personalized information filters which will suppress data from sources which are not of interest to that user.

The stakeholders involved in incident response and traffic management operate under very diverse conditions. Some responders may only have access to a mobile, hand held device, and some dispatch centers may have slower internet connections. To meet the needs of all these users the system will provide at least three different clients:

- High speed internet client – this client will provide maximum functionality.
- Low speed internet client – all system information will be available in this client, but some functionality may not.
- Mobile client – this client will be available on mobile devices. All system information will be available (including the map interface), but some functionality will not.

18.8 Geographic Information System (GIS) Based

The map based interface is a particularly important aspect of the system. More and more types of information are becoming available in GIS formats. The system should be able to add new GIS sources in the future. For the system to remain flexible and extensible it is important the

presentation client supports Open Geospatial Consortium (OGC) standards. At a minimum the client will be able to display data and data layers available in Web Map Service (WMS) and Web Feature Service (WFS).

18.9 Incident Management Tools

Some traffic management centers may not have an incident management system already in place. The new system will provide basic tools for creating and managing traffic events. Events created with these tools will be presented in the integrated client display similar to the events automatically extracted from existing native systems.

18.10 Data Warehouse

All event information will be stored in a common data warehouse. This data can be used to analyze incident response and management across the whole region. The data warehouse will be an important tool for documenting regional compliance with SAFETEA-LU section 1201 requirements for real time system management.

The system will provide reporting and analysis tools which can be used to identify trends and document improvements in incident management.

18.11 Remote Administration

The system will be structured to minimize the impact on information technology (IT) staff at the various locations being integrated. This will reduce the long term cost of the system and remove an important practical barrier to data integration.

Each center that is integrated will require some software that is installed at that site. However, virtually all of the maintenance of that software can be done from a remote location by general system administrators rather than the local IT staff at the center. The local software can be restarted or updated from a remote location.

The system will also actively monitor its own operations for indications of trouble and alert administrators when it suspects a problem. For example, if the system has not received any new events from a center over a certain period of time then it will automatically alert a system administrator so they can investigate.

19.0 WARRANTY:

The Work covered under this Contract shall be warranted for a minimum of one year. Any deficiencies noted prior to the expiration of the warranty shall be corrected or replaced according to this Specification and in accordance with the General Provisions at no additional cost to the WVDOH/Agency.

20.0 PRICE SCHEDULE:

TOTAL BID COST $93,900.00

ATTACHMENT

P. O. #__8593025 A

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

[signature] 9/11/09	
Signature **Date**	**Signature** **Date**
Vice President	
Title	**Title**
Open Roads Consulting	
Company Name	**Agency/Division**

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY:** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Open Roads Consulting Inc

Signed: Stephen L. Beth

Title: Vice President

Date: 9/11/2009

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
OPEN ROADS CONSULTING, INC.
103 WATSON ROAD, CHESAPEAKE, VA 23320
as Principal, hereinafter called the Principal, and
First Sealord Surety, Inc.
789 East Lancaster Avenue, Suite 200 Villanova, PA 19085
a corporation duly organized under the laws of the State of PA
as Surety, hereinafter called the Surety, are held and firmly bound unto
WEST VIRGINIA DIVISION OF HIGHWAYS, PURCHASING DIV
2019 WASHINGTON ST. E CHARLESTON, WV 25305-0130
as Obligee, hereinafter called the Obligee, in the sum of 5% not to exceed
FOUR THOUSAND EIGHT HUNDRED & 00/100 DOLLARS
Dollars($4,800.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has submitted a bid for
PROVIDE INTEGRATION OF WV DOT TRANS. MGMT. CTR WITH 911 SYSTEM
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19 DAY OF AUGUST 2009

OPEN ROADS CONSULTING, INC.

Shelly McKee
(Witness)

(Principal) (Seal)

Stephen L. Beard
(Title)
Vice President

Open Roads Consulting, Inc. CORPORATE SEAL November 7, 2000 Commonwealth of Virginia

First Sealord Surety, Inc.

Wendyn Lands
(Witness)

(Surety) (Seal)

Dale E. Clark
(Title)
Dale E. Clark ATTORNEY IN FACT

FIRST SEALORD SURETY, INC. CORPORATE SEAL 1991 PENNSYLVANIA

First Sealord Surety, Inc.
Power of Attorney

Power No: CLT-0382-09-11900

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Dale E. Clark, Amy R. Waugh, Diane J. Gibson and/or Wendy M. Lands all of Charlotte, North Carolina

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

********** **NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000.00)********** **********

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.

First Sealord Surety, Inc.

(Seal) FIRST SEALORD SURETY, INC. CORPORATE SEAL 1991 PENNSYLVANIA

Attest: _____ Gary L. Bragg, Secretary

By: _____ Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.

(Seal) ANTHONY T. STEWART COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

_____ - Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 5, 2010
Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 19th day of August, 20 09.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-07651-BID), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

_____
Gary L. Bragg, Secretary

State of West Virginia

RFQ NO. 8593025 A 14

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Open Roads Consulting Signed: [signature]

Date: 9/11/09 Title: Vice President

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:
West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the ***West Virginia Code***. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the ***West Virginia Code*** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the ***West Virginia Code*** may take place before their work on the public improvement is begun.

ANTITRUST:
In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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. 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/noticeConfidentiality.pdf.

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

Vendor's Name: Open Roads Consulting Inc

Authorized Signature: [signature] Date: 9/11/2009