



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  
**8511C2038**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BUYER 33  
 304-558-2402**

**\*709062051 336-475-6600**  
**FLINT TRADING INC**  
**PO BOX 160**  
**THOMASVILLE NC 27361-0160**

**DIVISION OF HIGHWAYS**  
**JOBSITE**  
**SEE SPECIFICATIONS**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-47		
<p><b>INSPECTION SERVICES RETROREFLECTIVITY</b></p> <p><b>REQUEST FOR QUOTATION (RFQ)</b>  <b>OPEN END CONTRACT</b></p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE RETROREFLECTIVITY READINGS FOR PAVEMENT MARKINGS ON STATE ROADWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/07/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

**RECEIVED**  
**APR 26 A 10:54**  
 PURCHASING DIVISION  
 STATE OF WV

REQUISITION NO.: **8511C2038**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James Mann* TELEPHONE: **336-475-7550** DATE: **4-25-11**  
 TITLE: *Operations Mgr* FEIN: **56-206 2266** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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RFO NUMBER  
**8511C2038**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
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**VENDOR**  
 \*709062051 336-475-6600  
 FLINT TRADING INC  
 PO BOX 160  
 THOMASVILLE NC 27361-0160

**SHIP TO**  
 DIVISION OF HIGHWAYS  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				
BID OPENING DATE: 04/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....  <i>Jamie Manry</i>.....            SIGNATURE            Precision Scan LLC.....            COMPANY            4-25-11.....            DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jamie Manry* TELEPHONE: 336 475 7550 DATE: 4-25-11

TITLE: Operations Mgr. FEIN: 56-2062066 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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03/23/2011				

BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jamie Manly</i>	TELEPHONE 336 475-7550	DATE 4-25-11
TITLE <i>Operations Mgr.</i>	FEIN 56-266 2266	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: <b>04/27/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jamie Mann*      TELEPHONE: **336 475-7550**      DATE: **4-25-11**  
 TITLE: *Operations Mgr.*      FEIN: **56-2062266**      ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009		
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:          DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ernie Man* TELEPHONE: **336-475-7550** DATE: **4-25-11**  
 TITLE: *Operations Mgr.* FEIN: **56-206 2266**  
 ADDRESS CHANGES TO BE NOTED ABOVE



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
BUYER:		SHERI SLONE - FILE 33				
RFQ. NO.:		8511C2038				
BID OPENING DATE:		04/27/2011				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 336-475-7900 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Jamie Manning -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jamie Manning*      TELEPHONE: 336 475-7550      DATE: 4-25-11

TITLE: *Operations Mgr.*      ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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BID OPENING DATE: **04/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 8511C2038 ***** TOTAL:						<b>379,100.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Janie Mann* TELEPHONE **336-475-7550** DATE **4-25-11**

TITLE *Operations Mgr.* FEIN **56 206 2206** ADDRESS CHANGES TO BE NOTED ABOVE

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



## QUALIFICATIONS

The successful Vendor shall have a minimum of three years experience in providing acceptable mobile retroreflectivity testing of roadway pavement markings. The experience shall be submitted with the bid and shall be demonstrated in a form such as resume stating other similar contracts the vendor has been awarded or worked on three years previous to this bid. In addition to the three 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 in excel spreadsheet format.

## 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.

## WAGE RATES

Federal and State wages as applicable.

## 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.

### GOVERNING SPECIFICATIONS

The West Virginia Division of Highways' Standard Specifications for Roads and Bridges, latest edition adopted January 2011, Supplemental Specifications dated January 1, 2011 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/m<sup>2</sup>/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	Amount
1	MI	5,000	Mobil 30-meter retroreflectivity readings - Expressway	9.61	48,050.00
2	MI	20,000	Mobil 30-meter retroreflectivity readings - Rural	13.21	264,200.00
3	MI	100	Mobil 30-meter wet retroreflectivity readings - Expressway	300.00	30,000.00
4	MI	100	Mobil 30-meter wet retroreflectivity readings - Rural	250.00	25,000.00
5	EA	6	Mobilization per job order	600.00	3600.00
6	MI	3,000	Mobilization per mile	2.75	8250.00
<b>TOTAL</b>				→	<b>379,100.00</b>

**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 5000 line miles) of Interstate and 6,000 roadway miles (or 20,000 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 or equal 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.

### **Vehicle**

Data collecting shall be performed using a Laserlux retroreflectometer or equal shall be mounted on an ARAN or equal vehicle, provided by the vendor. 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 or equal 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 or equal 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.

### **Crew**

An experienced crew (one or more persons) shall operate the Laserlux vehicle or equal. Proof of experience shall be submitted by the vendor prior to work beginning. Vendor shall provide a list of contracts that the crew has done work on and a sample of their reflectivity collection data prior to commencement of work. Specific responsibilities shall be governed by this work plan, standard traffic work zone safety practices as specified by ATSSA, the bid specifications, and the 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 vehicle or equal.

### **Calibration**

The Laserlux or equal shall be calibrated in accordance with the operating manual for the Laserlux or equal 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 or equal is moved from the right side to the left side or vice versa.
- 4) Whenever the load distribution of the Laserlux vehicle or equal 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 or equal 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 - 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 or equal is calibrated or if the windshield becomes soiled.

The Laserlux instrument or equal 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 or equal shall be stored inside the vehicle.

### Data Collection Procedures

The data generated by the Laserlux or equal 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 B

### Contacts and Personnel

#### WV Traffic Engineering Division

Josh Hemsworth, Bruce Kenney (304) 558-3063

## Appendix C

### Laserlux Calibration Process

The Laserlux or equal shall be calibrated in accordance with the operating manual for the equipment. The Laserlux retroreflectometer or equal 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 LTLX 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 or equal 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 or equal instrument is moved from right side to the left side or vice versa.
4. Whenever the load distribution of the vehicle changes significantly.
5. If, at the discretion of the crew leader, some event occurs that may have affected the instrument.



RFQ No. 8511C2038

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Precision Scan LLC

Authorized Signature: Jamie Manning Date: 4-25-11

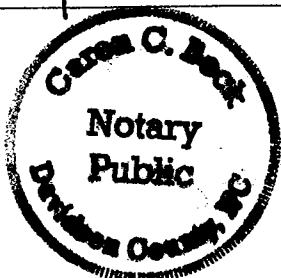
State of North Carolina

County of Davidson, to-wit:

Taken, subscribed, and sworn to before me this 25th day of April, 2011.

My Commission expires 4/24, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Caren C. Beck