

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

Request for Quotation

851203001

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS

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OPEN ROA
103 WATS

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

CHESAPEAKE VA 23320

DIVISION OF HIGHWAYS
TRAFFIC ENGINEERING DIVISION
VARIOUS LOCALES AS INDICATED
BY ORDER

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

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

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CHESAPEAKE VA 23320

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TRAFFIC ENGINEERING DIVISION
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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 West Virginia Division of Highway's (WVDOH) Transportation Management Center's (TMC) current off-the-shelf (COTS) with Greenbrier, Jackson and Jefferson County 911 centers, as well as the West Virginia Division of Homeland Security and Emergency Management (WVDH&EM). 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, security operations, 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 Greenbrier, Jackson and Jefferson County 911 systems, along with the West Virginia Division of Homeland Security and Emergency Management office 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 BOND AND INSURANCE REQUIREMENTS:

7.1 Bid and Performance Bonds: Bid Bond Required

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, 2010. 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 five (5) 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 PART ONE - SCOPE OF WORK: 911 INTEGRATION

18.1 Integration (Greenbrier and Jackson County 911 Centers)

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 integration will include Greenbrier and Jackson County 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 Greenbrier and Jackson County 911 systems. The system must be expandable to include future integrations of all existing and future West Virginia 911 systems.

18.3 Traffic Management Center (TMC) 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.

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.

- 18.12 Integration (West Virginia Division of Homeland Security and Emergency Management)
- 19.0 PART TWO SCOPE OF WORK: WVDH&EM INTEGRATION
- 19.1 PART TWO Concept of Operations (CONOPS)

The bid shall include preparation of a Concept of Operations (CONOPS). The purpose of the CONOPs is to provide an operational, high-level description of how the statewide TMC concept and the West Virginia Division of Homeland Security and Emergency Management could impact transportation and security operations within West Virginia and the peripheral multi-state region. The concept identifies the functionality of the TMC, the WVDH&EM, the major users and stakeholders in a TMC, how the TMC can impact the stakeholders, how information will be communicated between stakeholders, what the roles of other users are, and how a TMC impacts those other users.

The CONOPS will communicate the operational concept to multiple stakeholders in the most basic terms so that all have a clear common understanding of what they are trying to achieve. The CONOPS will define the business needs of the TMC and the WVDH&EM. From the CONOPS, functional requirements of the TMC and the WVDH&EM facility shall be developed. The purpose of the functional requirements is to clearly define what the TMC will do and what capabilities it must have in order to meet the business needs of the users.

After system implementation, the CONOPS can be referred back to as a way of verifying that the system design met the desired functionality expressed by users and stakeholders at the beginning of the system engineering process.

STAKEHOLDERS FOR THE TMC CONOPS

THE CONOPS WILL INCLUDE THE FOLLOWING STAKEHOLDERS:

- WEST VIRGINIA DEPARTMENT OF TRANSPORTATION/DIVISION OF HIGHWAYS
- WEST VIRGINIA TURNPIKE AUTHORITY
- WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

- WEST VIRGINIA STATE POLICE
- 911 OPERATIONS FOR THE INCLUDED COUNTIES
- LOCAL EMERGENCY MANAGEMENT OFFICES
- LOCAL POLICE AND FIRE AGENCIES
- MAJOR METROPOLITAN AREAS WITHIN WEST VIRGINIA
- STATE TRANSPORTATION INSTITUTES
- NATIONAL WEATHER SERVICE/NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
- WEST VIRGINIA PARKWAYS, ECONOMIC DEVELOPMENT AND TOURISM AUTHORITY
- METROPOLITAN PLANNING ORGANIZATIONS
- WEST VIRGINIA AERONAUTIC AUTHORITY
- WEST VIRGINIA PORT AUTHORITY
- OTHER STATE TRANSPORTATION MANAGEMENT CENTERS
- MEDIA
- CITIZENRY.

19.2 TRAFFIC MANAGEMENT CENTER (TMC) NETWORK INFRASTRUCTURE

The contractor shall design and procure a network infrastructure for the data to be received in the WVDH&EM facility. The circuit will serve the network needs in order to provide information from the primary Transportation Management Center (TMC) to the WVDH&EM facility. The network will need to maintain all of the industry standards to ensure system security will be maintained at all times and at the highest levels.

19.3 WEST VIRGINIA DEVISION OF HOMELAND SECURITY – EMERGENCY MANAGEMENT REMOTE FACILITY WORKSTATION

The contractor shall design, procure, install, and test hardware and Advanced Transportation Management System (ATMS) remote workstation application software on one (1) remote workstation to be located in the WVDH&EM facility located in Building 1, Room EB-80, 1900 Kanawha Blvd, Charleston, West Virginia.

The remote workstation ATMS application software shall be fully integrated with the WVDOH ATMS Central Software.

The deployment shall include configuration and device integration to access existing and new field devices to include: Roadway Weather Information Systems (RWIS), Dynamic Message Signs (DMS), Closed-Circuit Video Systems (CCTV). In addition, the ATMS components, "Alert Management System" and the "Incident Management System" must be integrated within the 911 CAD integration described in Section 18, "PART ONE - SCOPE OF WORK: 911 INTEGRATION" of this specification.

The provided workstation shall have the following minimum describe (or approved equal) hardware requirements that can be integrated within the WVDOH ITS Transportation Management Center:

Processors:

(2) TWO- DELL OPTIPLEX 755 DESKTOP – or approved equal
WINDOWS XP PROFESSIONAL XP2 (32 BIT)
INTEL CORE 2 DUO PROCESSOR E8500 (3.16GHZ, 6M, VT, 1333MHZ FSB)
2GB, DDR2 SDRAM MEMORY, 667MHZ, ECC
C1 ALL SATA DRIVES, NON-RAID, 1 DRIVE TOTAL CONFIGURATION
80GB SATA, 10K RPM HARD DRIVE WITH 16MB DATABURST CACHE
48X/32X CD-RW/DVD COMBO DRIVE
256MB ATI RADEON 2400 XT, DUAL MONITOR DVI OR VGA (TV-OUT), LOW
PROFILE
FOUR-DELL 19 INCH ULTRASHARP 1908FP FLAT PANEL, VGA/DVI
4 YEAR PROSUPPORT FOR IT AND 4 YEAR NBD ONSITE SERVICE
4 YEAR PROSUPPORT FOR IT: 7X24 TECHNICAL SUPPORT FOR CERTIFIED IT
STAFF

Network Switches:

(2) Network Switches	
Cisco 3560G-24TS – or approved equal	

Softwall Server:

1) One Stratosphere Elite X10 – or approved equal
pual six-core Intel Xeon 560 processors – 12 cores,/24 threads
4GB DDR3 ECC memory
X Core i7 memory bandwidth
2 PCI Express lanes
nternal back-up drive (bootable mirror)
calable (up to 24 monitors)

Dell PowerEdge R710 Server:

(1) One Dell PowerEdge R710 Server	- or approved equal

Dell PowerEdge M610 Server:

(1) One Dell PowerEdge M610 Server - or approved equal

Cisco Catalyst 3560 Series Switches:

(2) Two SmartNet 8x5 for C3560 - or approved equal

Firewall Hardware:

(1) One Cisco ASA5510 Adaptive Security Appliance or approved equal

Cisco Catalyst Switch:

(1) One SmartNet 8x5 Switch for ASA5511 – or approved equal

Remote Power Manager (RPM):

	(2) Two Minuteman RPM Model #2001 – or approved equal
	HTTP server and SNMP agent TCP/IP, MIBS (Net Control and Support)
	NEMA 5-20P (Input Connection)
_	8 each NEMA 5-15R (Output receptacle quantity and type)
	RJ-45 * Ethernet, DB9 * PPP+Dial-In (LAN Conection * Driver console
	connection* Driver)
	RJ-11, Connect Up to 15 Additional RPMs (2 nd RPM connection)
	Ves (Ring on / Reset/ Off)
	115 VAC Nominal*Range 85-145 VAC (Nominal*Input Voltage range)
	44-66 Hz Full Range (Input Frequency)
	20 Amp Maximum Output
	20-amp Circuit Breaker (Input Protection)
	IEC 801-2, 801-3, 801.4, 801-5 (Spike/Surge Protection)
	95- Joules Surge energy rating

19.4 TRAINING

The bid should include up to two (2) days of training for users located in the WVDH&EM facility. The training shall include a trainer on site; all training materials; and a simulator system for the operators to practice. The simulator will remain available for up to a period of two weeks.

19.5 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

\$ 395,000.00

THE AMERICAN INSTITUTE OF ARCHITECTS



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

STATE OF WEST VIRGINIA, DIVISION OF HIGHWAYS, P.O. BOX 50130 CHARLESTON, WV 25304

as Obligee, hereinafter called the Obligee, in the sum of 5% not to exceed

TWENTY THOUSAND & 00/100 DOLLARS

Dollars(\$20,000.00),

IN FAC

ATTORNEY

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

911 CENTER INTEGRATION/WVDOH TRANSPORTATION CENTER

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 10 DAY OF OCTOBER 2011

OPEN ROADS CONSULTING, INC.

(Principal)

(Witness)

First Sealord Surety, Inc.

(Surety)

(Witness)

(Title)

Amy R. Waugh

First Sealord Surety, Inc. **Power of Attorney**

Power No: CLT-0382-11-12355

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 Attorneyin-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, employered 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 aftested this 20th day of January, 2004. First Sealord Surety, Inc. C Attest: (Seal) Joel D. Cooperman, Vice President Gary L. Bragg, Secretary Commonwealth of Pennsylvania County of Montgomery On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), 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 saic COMMONWEALTH OF PENNSYLVANIA State of Pennsylvania NOTARIAL SEAL County of Delaware ROSLYN H. JAFFE, Notary Public - Notary Public Radnor Twp., Delaware County My Commission Expires June 23, 2012 (Seal) CERTIFICATE I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Amount of white the original Power of 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 Office's 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 10TH day of OCTOBER _____, 20<u>11</u>_. This power of attorney is yold unless the Bond number is inserted in this paragraph (insert Bond # here 11-07727-BID number is the save 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. First_Sealord, Surely_POA, doc (Ed 01/20/2004)

State of West Virginia

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.

			nt 1
	1.	Application is made for 2.5% resident vendor pr Bidder is an individual resident vendor and has reside ing the date of this certification; or,	reference for the reason checked: ed continuously in West Virginia for four (4) years immediately preced-
	-	Bidder is a partnership, association or corporation resbusiness continuously in West Virginia for four (4) ye ownership interest of Bidder is held by another individual maintained its headquarters or principal place of bupreceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate of	dident vendor and has maintained its headquarters or principal place of the date of this certification; or 80% of the dual, partnership, association or corporation resident vendor who has usiness continuously in West Virginia for four (4) years immediately or subsidiary which employs a minimum of one hundred state residents ball place of business within West Virginia continuously for the four (4) ation; or,
	2.		reference for the reason checked: g the life of the contract, on average at least 75% of the employees st Virginia who have resided in the state continuously for the two years
	3.	affiliate or subsidiary which maintains its headquar minimum of one hundred state residents who certifi	im of one hundred state residents or is a nonresident vendor with an ters or principal place of business within West Virginia employing a es that, during the life of the contract, on average at least 75% of the ployees are residents of West Virginia who have resided in the state
	4.	Application is made for 5% resident vendor pre Bidder meets either the requirement of both subdivis	ference for the reason checked: sions (1) and (2) or subdivision (1) and (3) as stated above; or,
	5.	Bidder is an individual resident vendor who is a vetera	reference who is a veteran for the reason checked: in of the United States anned forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is
	6.	Bidder is a resident vendor who is a veteran of the l purposes of producing or distributing the commoditie continuously over the entire term of the project, on	reference who is a veteran for the reason checked: United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.
e	requirer against	ments for such preference, the Secretary may order t	that a Bidder receiving preference has failed to continue to meet the he Director of Purchasing to: (a) reject the bid; or (b) assess a penalty d amount and that such penalty will be paid to the contracting agency hase order.
	authoriz the requ	es the Department of Revenue to disclose to the Direc	any reasonably requested information to the Purchasing Division and ctor of Purchasing appropriate information verifying that Bidder has paid does not contain the amounts of taxes paid nor any other information.
	and acc	curate in all respects; and that if a contract is is	Code, §61-5-3), Bidder hereby certifies that this certificate is true sued to Bidder and if anything contained within this certificate tify the Purchasing Division in writing immediately.
	Bidder:		Signed:
	Date:	59	Title:

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

RFQ No. 851203001

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 owned 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 countles 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: Authorized Signature: State of County of Taken, subscribed, and sworn to before me this 10th day of My Commission expires NOTORY PUBLIC AFFIX SEAL HERE

SARAH JEAN GARDNER **Notary Public** Commonwealth of Virginia 358038 My Commission Expires Feb 28, 2013

Please use this document for technical questions, posing in qu	estion format.
Technical Questions for RFQ: Vendor Name:	
Questions:	
1. Specifications	
2 Delivery	
3 Invoicing	
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4 Award				
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Yi .				
Other:				
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